

**OAK PARK UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
AGENDA #1010**

**DATE:** November 17, 2020

**PLACE:** **Oak Park Unified School District – Conference Room**

5801 Conifer Street, Oak Park, CA 91377

Pursuant to Governor Newsom's Executive Order N-29-20 in regard to the COVID-19 Pandemic, special procedures will be followed for this board meeting. The meeting will be conducted via teleconference/video conference, with some Board and staff members attending in person. Members of the public may offer public comment and view the meeting as provided on page 2 of this agenda.

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

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

**BOARD OF EDUCATION**

**Barbara Laifman, President**

**Allen Rosen, Vice President**

**Drew Hazelton, Clerk**

**Derek Ross, Member**

**Denise Helfstein, Member**

**Charlotte Robertson, 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**

**Stewart McGugan, Assistant Superintendent, Human Resources**

**Dr. Jay Greenlinger, Director Curriculum and Instruction**

**Enoch Kwok, Director, Educational Technology & Information Systems**

**Susan Roberts, Director, Pupil Services**

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

**Sara Ahl, Director Extended Care Programs**

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

*11/13/20*

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

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

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

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

Public Comments may be submitted via this link <http://www.opusd.org/PublicComments>. If you wish to make a comment regarding a matter on the agenda or within the board's jurisdiction please submit your comment via the form accessed by the above link by 6:00 p.m. on November 17, 2020. Although not required, please submit all of the requested information. In keeping with the reasonable time regulations described below, every effort will be made for your name and comment to be read by the Board President, and your comment will be placed into the item's record at the Board meeting. Comments on a matter related to an item on the Agenda may be submitted prior to the meeting and during the meeting using the above link.

This public comment form will be open to members of the public 30 minutes (at 4:30 pm) prior to the closed session of the public meeting which begins at 5:00 pm. This form will take the place of the "yellow speaker cards" available at in-person meetings.

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

Your comments are greatly appreciated. However, in regard to comments which are not on the agenda, the Board cannot enter into a formal discussion at this time, nor can a decision be made. Matters warranting discussion will be placed on a future agenda. Thank you for your cooperation and compliance with these guidelines.

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

**NEXT MEETING-Organizational Meeting**

**Tuesday, December 15, 2020**

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

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

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

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

**OAK PARK UNIFIED SCHOOL DISTRICT  
AGENDA – REGULAR BOARD MEETING #1010  
November 17, 2020**

**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 Unified School District – Conference Room**, 5801 Conifer Street, Oak Park, CA 91377

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

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

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

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

**A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE:** Government Code Section 54957

**B. PUBLIC EMPLOYEE EMPLOYMENT :** Campus Supervisors, Walk-on-Coaches, Instructional Assistants I PE, Instructional Assistants I – Math, Extended Care Site Leader, Health Technician, Instructional Assistant II Special Education Sub, Instruction Assistants III Behavior

**C. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION :**  
(Paragraph (1) of subdivision (d) of Section 54956.9)  
Name of Case : OAH No. 2020090177

**D. CONFERENCE WITH LABOR NEGOTIATORS :** Government Code 54957.6  
Agency designated representatives: Adam Rauch and Stewart McGugan  
Employee organizations: Oak Park Teachers Association & Oak Park Classified Association

**IV. CALL TO ORDER – RECONVENE IN OPEN SESSION AT: \_\_\_\_\_ p.m.**

**A. ROLL CALL**

**B. FLAG SALUTE**

**C. REPORT OF CLOSED SESSION ACTIONS TAKEN**

## **D. ADOPTION OF AGENDA**

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

## **VI. OPEN COMMUNICATIONS/PRESENTATIONS**

### **A. BOARD REPORTS/DISCUSSION/COMMUNICATIONS**

1. Remarks from Board Members
2. Report from Student Board Member
3. Remarks from Superintendent
4. Report from Oak Park Education Foundation
5. Update on COVID-19 Impact on Oak Park USD Schools

### **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 21, 2020 , Special Board Meeting held on October 28, 2020 and Special Closed Session Meeting held on November 5, 2020](#)

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

- b. [Approve Public Employee/Employment Changes 01CL24780-01CL24842 & 01CE10508-01CE10555](#)

*Board approval required for public employee employment and changes*

- c. [Ratify Purchase Orders - October 1 – October 31, 2020](#)

*Board Policy 3300 requires Board approval of Purchase Orders*

- d. [Approve Agreement with Loyola Marymount University for School Leadership and Administrative Fieldwork – November 2020-June 2021](#)

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

- e. [Approve Change Order #2 Measure S Project 18-21S, Classroom Replacement at Medea Creek Middle School, Agreement with NV5 West Inc.](#)

*Board approval required for change orders, per Cal. Pub. Cont. Code §20118.4*

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

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

## **ACTION**

### **2. BUSINESS SERVICES**

- a. [Approve Resolution #2020-22, Participation in District of Choice Program for School Year 2021-2022](#)

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

- b. [Approve Consultant Agreement for Elementary and Middle School Garden Program](#)

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

- c. [Authorize Measure S Project 20-23S HVAC Upgrades Districtwide](#)

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

**d. Authorize Measure S Project 20-26S Medea Creek Middle School Computer Lab Apple iMac Refresh and Approve Associated Purchases**

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

**e. Approve Revised Resolution #2020-08 Authorizing the Increase to the Maximum Amount of Borrowing in Tax and Revenue Anticipation Notes (TRAN) for 2020-2021**

*Board approval required to revise Resolution authorizing the Increase to the Maximum Borrowing amount for TRAN.*

**f. Approve Revised Coronavirus Relief Expenditures**

*The 2020–21 budget package allocated funds to Local Educational Agencies in order to support transitional Kindergarten through 12th grade pupil academic achievement and mitigate learning loss related to COVID-19 school closures. Staff is requesting Board to approve a revised plan for allocating these funds*

**g. Approve the Re-appointment of an Oak Park Citizens' Oversight Committee Member and Authorize a Recruitment Process for New Member for the 2020-22 Term**

*Board approval required for appointments to Citizens Oversight Committee*

**3. CURRICULUM AND INSTRUCTION**

**a. Review and Discuss Student Data Related to Placement in Mathematics Courses**

*Board Policy 6152.1 requires the Board and Superintendent to annually review student data related to placement in mathematics courses offered at district 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*

**b. Approve Additional Instructional Materials for English 1 Course at OPHS**

*Board approval required for additional instructional materials*

**c. Approve Additional Instructional Materials for English 2 CP Course at OPHS**

*Board approval required for additional instructional materials*

**d. Approve Additional Instructional Materials for English 1V Honors Course at OPHS**

*Board approval required for additional instructional materials*

**4. HUMAN RESOURCES**

**a. Approve COVID-19 Testing Agreement for Employees with Quest Diagnostics for 2020-2021**

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

**b. Approve COVID-19 Testing Agreement for Employees with Curative Labs Inc. for 2020-2021**

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

**c. Approve Variable Term Waiver Request**

*The Commission on Teacher Credentialing provides a process whereby a teacher may be employed by a district under an approved Variable Term Waiver*

**5. BOARD**

**a. Approve Selection of Annual Organizational Board Meeting – December 15, 2020**

*Education Code 35143 requires the Board to select its organizational meeting Date*

**b. Superintendent Search Process**

*The Board will discuss the search process for the new Superintendent*

**6. BOARD POLICIES**

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

*Administrative Regulation updated to reflect NEW LAW (SB 778) which delays until January 1, 2021 a requirement for districts with five or more employees to provide at least two hours of sexual harassment training to supervisory employees and at least one hour of sexual harassment training to nonsupervisory employees. Regulation also reflects NEW LAW (AB 9) which allows complaints of employment discrimination to be filed with the Department of Fair Employment and Housing up to three years after the alleged act. Regulation also reflects NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which require that allegations of sexual harassment that meet the federal definition be investigated through Title IX complaint procedures, as described in AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, rather than the complaint procedures detailed in this regulation.*

**b. Approve Amendment to Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 Sexual Harassment – First Reading**

*Board Policy updated to reflect NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which require that complaints of behavior that meets the federal definition of sexual harassment be addressed through new Title IX complaint procedures. Policy also updated to clarify that, in some instances, it may be necessary to concurrently review a sexual harassment complaint under both the Title IX sexual harassment complaint procedures and the district's procedure reflecting state law, as described in AR 4030 - Nondiscrimination in Employment, in order to meet the applicable timelines. Policy also adds the requirement to provide supportive measures to the respondent as well as the complainant. Regulation updated to reflect NEW LAW (SB 778, 2019), and NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026). Regulation updated to add section on "Definitions," including the federal definition of sexual harassment for purposes of applying the Title IX complaint procedures. Section identifying the Title IX Coordinator(s) moved and revised to reference CSBA's AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Section on "Notifications" and "Complaint Procedures" references the applicable procedures and the responsibility of the district to take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.*

**c. Approve Adoption of New Administrative Regulation and Exhibit 4119.12/4219.12/4319.12 Title IX Sexual Harassment Complaint Procedures– First Reading**

*New regulation reflects NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which establish a Title IX complaint procedure for addressing complaints of behavior that meets the federal definition of sexual harassment. Regulation clarifies that a sexual harassment complaint that is dismissed or denied under Title IX may still be subject to review under state law pursuant to AR 4030 - Nondiscrimination in Employment and thus the two procedures should be implemented concurrently in order to meet the applicable timelines. Regulation also updated to clarify that the applicability of the Title IX sexual harassment complaint procedures is limited to conduct that allegedly occurs in an education program or activity over which the district exercises control; revise the timeframe for concluding the complaint process from 45 to 60 days; reflect the right to pursue civil law remedies; and add the requirement to maintain a record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment. New exhibit presents a sample of the required notification to employees, job applicants, and employee organizations regarding the district's Title IX sexual harassment policy, the district's Title IX coordinator, and grievance procedures pursuant to 34 CFR 106.8.*



**d. Approve Amendment to Board Policy 4151/4251/4351 Employee Compensation – First Reading**

*Policy updated to clarify that, in determining whether an executive, administrative, or professional employee is exempt from overtime rules, the salary threshold established by state law supersedes the threshold established by federal law (as raised by new federal rule September 24, 2019). Policy also deletes complex information on Internal Revenue Service forms that must be completed by employees who earn compensation over 9 or 10 months but elect to spread salary payments over 12 months, thereby creating "deferred compensation." Policy also updated to delete Labor Code citation that is not applicable to public agencies and instead reflect Education Code provisions related to overtime compensation for classified employees.*

**e. Approve Amendment to Board Policy and Administrative Regulation 5145.3 Nondiscrimination/Harassment – First Reading**

*Policy updated to reflect law prohibiting discrimination based on medical condition and to reflect NEW LAW (AB 34, 2019) which requires the district, starting in the 2020-21 school year, to post its nondiscrimination policies, and specified state and federal laws regarding discrimination, bullying, and harassment, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. Regulation updated to reflect NEW LAW (AB 34, 2019) which requires the district, starting in the 2020-21 school year, to post its nondiscrimination policies, specified state and federal laws regarding discrimination, bullying, and harassment, and a link to CDE resources in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. Regulation also reflects NEW LAW (AB 711, 2019) which requires the district to update a former student's records upon receiving government-issued documentation or a written request for a name and/or gender change. Regulation also updated to reflect NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which require that allegations of sexual harassment that meet the federal definition be investigated through Title IX complaint procedures, as described in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, rather than the district's uniform complaint procedures.*

**f. Approve Amendment to Board Policy and Administrative Regulation 5145.7 Sexual Harassment – First Reading**

*Policy updated to include examples of actions to reinforce the district's sexual harassment policy, consistent with NEW LAWS (AB 34, 2019), (AB 543, 2019) and NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which require that complaints of behavior that meet the federal definition of sexual harassment be addressed through new Title IX complaint procedures. Regulation updated to reflect NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026), NEW LAW (AB 543, 2019) and NEW LAW (AB 34, 2019). Regulation updated to add section on "Definitions," including the federal definition of sexual harassment for purposes of applying the Title IX complaint procedures. Section identifying the Title IX Coordinator(s) moved and revised to reference CSBA's AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Section on "Notifications" adds requirement to notify students and parents/guardians that the district does not discriminate on the basis of sex and that inquiries about the application of Title IX may be referred to the Title IX Coordinator or the U.S. Department of Education; deletes requirement to provide contact information of the Title IX Coordinator to employees, bargaining units, and job applicants which is addressed in AR 4119.11/4219.11/4319.11 - Sexual Harassment; and reflects NEW LAW (AB 34, 2019) which requires districts to post the definition of sex discrimination and harassment in a prominent location on the district's web site.*

**g. Approve Adoption of New Administrative Regulation and Exhibit 5145.71 Title IX Sexual Harassment Complaint Procedures– First Reading**

*New regulation reflects NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which establish*

*a Title IX complaint procedure for addressing complaints of behavior that meets the federal definition of sexual harassment. Regulation clarifies that a sexual harassment complaint that is dismissed or denied under Title IX may still be subject to review under the district's UCP and thus the two procedures should be implemented concurrently in order to meet the applicable timelines. Regulation also clarifies that the applicability of the Title IX sexual harassment complaint procedures is limited to conduct that allegedly occurs in an education program or activity over which the district exercises control; add optional language providing that an employee must forward a report of sexual harassment to the Title IX Coordinator within one day, consistent with AR 5145.7 - Sexual Harassment; revise the timeframe for concluding the complaint process from 45 to 60 days to align with requirements of the UCP; reflect the right to appeal the district's decision to the California Department of Education consistent with the UCP or to pursue civil law remedies; and add the requirement to maintain a record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment. New exhibit presents a sample of the required notification to students and parents/guardians regarding the district's Title IX sexual harassment policy, the district's Title IX coordinator, and grievance procedures pursuant to 34 CFR 106.8.*

**h. Approve Amendment to Board Bylaw E9270 – Conflict of Interest and Revise Conflict of Interest Code - First Reading**

*Government Code 87306.5 states that all Conflict of Interest Codes must be reviewed and amended as needed by local agencies during even-numbered years, The County Supervisors have recommended that the Board revise the disclosure categories of designated positions in the Exhibit for Board Bylaw 9270 and Appendix A of the Conflict of Interest Code which was previously approved by the Board at the September 15 Meeting. The Exhibit and Conflict of Interest Code are being submitted with recommended revisions.*

**VII. INFORMATION ITEMS**

- 1. Monthly Cash Flow Report**
- 2. Monthly Measure S Status Report**
- 3. Monthly General Fund Budget Report**

**VIII. OPEN DISCUSSION**

- 1. Discussion on Staff Welcome for New Year**

**IX. ADJOURNMENT:**

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



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

**10-21-2020 #1007**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mrs. Barbara Laifman, called the regular meeting to order at 5:06 p.m. On March 17, 2020, Gov. Newsom issued Executive Order N-29-20 that, in part, authorized governing boards to hold public meetings via teleconference. Governing boards must still provide advance notice of each public meeting in accordance with the Brown Act and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe the meeting and/or to address the governing board on agenda and non-agenda items.

Based on these guidelines, the OPUSD Board of Education held a video conference/teleconference regular meeting on October 21st. Members of the public were able to observe the meeting using a published live stream link. Members of the public were able to submit comments via an online form which opened at 4:30 pm on the day of the meeting and remained open for submission of comments until the end of the meeting.

**BOARD PRESENT**

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

**BOARD ABSENT**

None

**PUBLIC COMMENTS**

None

**ADJOURN TO CLOSED SESSION**

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

**A. SUPERINTENDENT'S GOALS**

**B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE:** Government Code Section 54957

**C. PUBLIC EMPLOYEE EMPLOYMENT:** Student Workers Technology, Computer Technician, Instructional Assistant I Grade Level, Temp Instructional Assistants I – Literacy & Numeracy, Temp Instructional Assistant I Literacy and Reading, Instructional Assistants I Literacy and Reading, Instructional Assistant II Special Education, Instruction Assistant III Behavior

**D. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION:**

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of Case: OAH No. 2020090177

**E. CONFERENCE WITH LABOR NEGOTIATORS:** Government Code 54957.6

Agency designated representatives: Adam Rauch and Stewart McGugan

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

The Board adjourned to Closed Session at 5:08 p.m.

#### **CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mrs. Barbara Laifman, called the regular meeting to order at 6:22 p.m.

#### **BOARD PRESENT**

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

#### **BOARD ABSENT**

None

#### **STAFF PRESENT**

Dr. Tony Knight, Superintendent, Mr. Adam Rauch, Assistant Superintendent, Business Services, Mr. Stew McGugan, Assistant Superintendent, Human Resources, Dr. Jay Greenlinger, Director of Curriculum and Instruction, Mr. Brendan Callahan, Director of Bond Program, Sustainability, Maintenance and Operations, Mr. Enoch Kwok, Director of Information Technology, Mr. Kevin Buchanan, Principal of Oak Park High School, Mrs. Holly Baxter, Coordinator of Safety and Equity, and Mrs. Ragini Aggarwal, Executive Assistant.

#### **REPORT ON CLOSED SESSION**

Board President, Barbara Laifman, reported that the Board took no action in closed session. Mrs. Laifman reported that the Board also took no action at the October 14, 2020 and October 16, 2020 closed session meetings.

#### **FLAG SALUTE**

Barbara Laifman led the Pledge of Allegiance to the Flag.

#### **ADOPTION OF AGENDA**

Student Board Member, Charlotte Robertson, cast a preferential vote to approve the adoption of the Agenda. On motion of Derek Ross, seconded by Allen Rosen, the Board of Education adopted the agenda as presented. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

#### **PUBLIC SPEAKERS**

There were 37 public speakers on various items on the agenda. Due to this meeting's electronic nature and to maintain the integrity of providing an opportunity for public comment, the Board President read the public comments when the agenda item was called.

#### **OPEN COMMUNICATIONS/PRESENTATIONS**

The Board recognized Brandon McFadden and Judie Berro for their outstanding volunteer contributions and presented them with the Partners in Education Award.

#### **REPORT FROM BOARD MEMBERS**

Board Member Allen Rosen stated that he wanted to relinquish his time as there were a lot of public comments and he wanted to give a chance so that everyone could be heard.

Board Member Drew Hazelton thanked all the teachers and staff for their hard work during these challenging times.

Board Member Derek Ross stated that he felt extremely privileged and lucky to be surrounded by such professionals within the school district, not only just the teachers and staff but seeing Brandon and Judy and our partners, we have a wonderful community that supports our school district. Derek stated we are having to make decisions that we normally wouldn't have to make. Derek was extremely grateful to be surrounded by so many passionate people who really care for the District. Derek reported that he attended four Diversity and Equity Task Force meetings, and he was really proud of the work being done at the District and facilitated by Dr. Walker.

Board Member Denise Helfstein thanked the families, students, and staff for going above and beyond to make the unprecedented situation with distance learning more tenable while facing huge challenges and struggles. Denise acknowledged the many parents and students and teachers who have emailed the board or shared their views via social media or calls or emails about the urgent need that they feel to return students to our school campuses. Denise reported that she attended the Safe Kids Task Force meeting, the Wellness Council meeting and the Measure S meeting this month. Denise was able to observe two Google meet distance learning classes at the high school and expressed her thanks to Mr. Weintraub and Mr. Jackson Hall for allowing her to observe and Mr. Buchanan for arranging it.

Board Member Barbara Laifman reported that she attended the Curriculum Council meeting, EEAC meeting, and the GATE DAC meeting. Barbara thanked everyone for the communication sent to the board and wanted to express that the board and the staff are all looking out for the best interests of the students with the least disruption to the educational program as possible during this challenging situation.

Student Board Member Charlotte Robertson reported that ASB was wrapping up the digital homecoming this week and has been furthering efforts to push for change in the matters of mental health and diversity for students. ASB was working to create a Wellness Room or Center for students when we do return to campus. Charlotte felt that there was a pretty large disconnect with the students at the moment in terms of distance learning as it was a big adjustment, and now students are hitting a plateau point.

Superintendent Tony Knight thanked Charlotte for her remarks and thanked all the teachers, staff, students, parents, and administrators for keeping the distance learning program going. Dr. Knight shared that the District held a virtual District of Choice Information Night in October, which was livestreamed and recorded for people to watch later.

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

Scott Star, the Chair of Oak Park Education Foundation, reported that OPEF is continuing with the Friday enrichment program and they have received a lot of positive feedback as people are really enjoying the extra classes. OPEF is hoping to offer classes again in the spring however one of the concerns is the funding as their fundraising has been a little bit on the low side. OPEF is looking at hosting their second annual golf tournament on March 19<sup>th</sup> provided the COVID-19 restrictions permit them to hold the event.

#### **REPORT FROM THE TECHNOLOGY DEPARTMENT**

Enoch Kwok, Director of Information Technology, Ellen Chevalier, Lead Technology TOSA, Ericka Jauchen, Technology TOSA, and 1:1 Chromebook Program Manager, shared a presentation with the board.

#### **UPDATE ON COVID-19 IMPACT ON OAK PARK USD SCHOOLS**

There was one public speaker on this agenda item who submitted a comment via an online form. Board President, Barbara Laifman, read the comment aloud. Brendan Callahan, Director of Bond Programs, Sustainability, Maintenance, and Operations, along with Holly Baxter, Coordinator Safety & Equity, shared a presentation regarding the safety preparations for students returning to on-campus instruction.

Student Board Member Charlotte Robertson left the meeting at 7:50 pm.

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

On motion of Derek Ross, seconded by Allen Rosen, 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 15, 2020 and Board Retreat Meeting held on October 4, 2020, and Special Closed Session Meetings held on October 14, 2020 and October 16, 2020](#)
- b. [Approve Public Employee/Employment Changes 01CL24751-01CL24779 & 01CE10426-01CE10507](#)
- c. [Ratify Purchase Orders - September 1 – September 30, 2020](#)
- d. [Approve Quarterly Report on Williams Uniform Complaints – October 2020](#)
- e. [Approve the Disposal of Obsolete or Surplus Instructional Materials, Books, and/or Library Books](#)

### **B2. BUSINESS SERVICES**

- a. [Approve Resolution #2020-20 Authorizing the Issuance of Oak Park Unified School District General Obligation Refunding Bonds](#)

There was one public speaker on this agenda item who submitted a comment via an online form. Board President, Barbara Laifman, read the comment aloud.

On motion of Derek Ross, seconded by Allen Rosen, the Board of Education approved Resolution #2020-20 Authorizing the Issuance of Oak Park Unified School District General Obligation Refunding Bonds. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

- b. [Approve Resolution No. 2020-21, Applying for State Grant Funding Beyond State Bond Authority for Measure S Modernization Projects, 18-20 S Red Oak Elementary Modular Replacement](#)

On motion of Drew Hazelton, seconded by Allen Rosen, the Board of Education approved Resolution No. 2020-21, Applying for State Grant Funding Beyond State Bond Authority for Measure S Modernization Projects, 18-20 S Red Oak Elementary Modular Replacement. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

- c. [Approve Service Contract for District's Security Camera System](#)

On motion of Denise Helfstein, seconded by Drew Hazelton, the Board of Education approved Service Contract for District's Security Camera System. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

- d. [Approve Acceptance of Donations](#)

On motion of Barbara Laifman, seconded by Drew Hazelton, the Board of Education approved the Acceptance of Donations with thanks. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

### **B3. CURRICULUM AND INSTRUCTION**

- a. [Approve Revised GPA Designation on the Oak Park High School Transcript](#)

There were three public speakers on this agenda item who submitted comments via an online form. Board President, Barbara Laifman, read the comments aloud.

On motion of Drew Hazelton, seconded by Denise Helfstein, the Board of Education approved Revised GPA Designation on the Oak Park High School Transcript. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent – 0.

**b. Approve Addendum to the Career Technical Education Incentive Grant (CTEIG) Memorandum of Understanding (MOU) between Ventura County Office of Education and Oak Park USD**

On motion of Derek Ross, seconded by Allen Rosen, the Board of Education approved Addendum to the Career Technical Education Incentive Grant (CTEIG) Memorandum of Understanding (MOU) between Ventura County Office of Education and Oak Park USD. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent -0.

At 10:30 pm on motion of Derek Ross, seconded by Allen Rosen, the Board of Education approved to extend the meeting until midnight. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent -0.

**B4. HUMAN RESOURCES**

**a. Approve Revised Memorandum of Understanding Between Oak Park Unified School District and the Oak Park Teachers Association Regarding Instruction in the Hybrid Learning Model for Elementary Schools**

There were thirteen public speakers on this agenda item who submitted comments via an online form. Board President, Barbara Laifman, read the comments aloud.

On motion of Barbara Laifman, seconded by Allen Rosen, the Board of Education approved Revised Memorandum of Understanding Between Oak Park Unified School District and the Oak Park Teachers Association Regarding Instruction in the Hybrid Learning Model for Elementary Schools expressing that this decision is being made since we want our kids to feel educated and supported and that this is the way to insure it and this is the way to do it. We've heard the alternatives and it's going to be a huge disruption at the elementary schools if we reopen the school now. It would require 500 students to change teachers with an additional 100 students who would need to change both teachers and schools. Secondary schools should look at alternative ways of bringing kids back onto campus. Also offer as much support as we can to the teachers so that they feel they have what they need to be successful and to remain mindful of the teachers mental and emotional well-being given how hard our teachers push themselves and we should help to keep themselves balanced and to know they care about our students so much and that this been a really hard thing to do. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent -0.

**b. Approve Memorandum of Understanding Between Oak Park Unified School District and the Oak Park Teachers Association Regarding Instruction in the Hybrid Learning Model for Secondary Schools**

There were eighteen public speakers on this agenda item who submitted comments via an online form. Board President Barbara Laifman and Board member Drew Hazelton read the comments aloud.

On motion of Derek Ross, seconded by Allen Rosen, the Board of Education approved Memorandum of Understanding Between Oak Park Unified School District and the Oak Park Teachers Association Regarding Instruction in the Hybrid Learning Model for Secondary Schools with the same conditions as were put forward in the motion for Item B.4.a. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent -0.

On motion of Barbara Laifman, seconded by Derek Ross, the Board of Education tabled Items B.5.a through B.5.c and B.6.a. through B.6.e. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No - 0. Absent - 0.

There was one public speaker on agenda item B.5.c. who submitted a comment via an online form. Board President, Barbara Laifman, read the comment aloud.

**B5. BOARD**

- a. Approve Board Goals for 2020-2021
- b. Approve Revised 2020 Governance Handbook
- c. Review and Approve 2020-2021 Moral Imperatives and District Goals

**B5. BOARD POLICIES**

- a. Approve Amendment to Board Policy and Exhibit 3555 Nutritional Program Compliance – First Reading
- b. Approve Amendment to Board Policy and Administrative Regulation 5144.1 Suspension and Expulsion Due Process – First Reading
- c. Approve Amendment to Board Policy and Exhibit 5145.6 Parental Notifications – First Reading
- d. Annual Review of Board Policy and Administrative Regulation 5116.1 Intradistrict Open Enrollment – First Reading
- e. Annual Review of Board Policy and Administrative Regulation 6145 Extracurricular and Cocurricular Activities – First Reading

On motion of Barbara Laifman, seconded by Denise Helfstein, there being no further business before this Board, the Regular meeting is declared adjourned at 11:35 p.m.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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



**MINUTES OF SPECIAL BOARD STUDY SESSION MEETING    10-28-2020    #1008**  
**BOARD OF EDUCATION**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mrs. Barbara Laifman, called the special meeting to order at 5:05 p.m. On March 17, 2020, Gov. Newsom issued Executive Order N-29-20 that, in part, authorized governing boards to hold public meetings via teleconference. Governing boards must still provide advance notice of each public meeting in accordance with the Brown Act and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe the meeting and/or to address the governing board.

Based on these guidelines, the OPUSD Board of Education held a video conference/teleconference special meeting on October 28th. Members of the public were able to observe the meeting using a published live stream link. Members of the public were able to submit comments via an online form which opened at 4:30 pm on the day of the meeting and remained open for submission of comments until the end of the meeting.

**BOARD PRESENT**

Mrs. Barbara Laifman, President, Mr. Allen Rosen, Vice President, Mr. Drew Hazelton (joined the meeting at 5:13 pm), Clerk, Mr. Derek Ross, Member, and Mrs. Denise Helfstein, Member

**BOARD ABSENT**

Charlotte Robertson, Student Board Member

**STAFF PRESENT**

Dr. Tony Knight, Superintendent, Mr. Adam Rauch, Assistant Superintendent of Business Services, Mr. Stew McGugan, Assistant Superintendent of Human Resources, and Mrs. Ragini Aggarwal, Executive Assistant.

**PUBLIC COMMENTS**

None

**ADJOURN TO CLOSED SESSION**

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

**A. SUPERINTENDENT'S GOALS**

**B. CONFERENCE WITH LABOR NEGOTIATORS:** Government Code 54957.6

Agency designated representatives: Adam Rauch and Stewart McGugan

Employee organizations: Oak Park Classified Association

The Board adjourned to Closed Session at 5:06 p.m.

**RECONVENE IN OPEN SESSION**

The Board of Education President, Mrs. Barbara Laifman, called the special meeting to order at 6:14 p.m.

**BOARD PRESENT**

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

## **BOARD ABSENT**

None

## **STAFF PRESENT**

Dr. Tony Knight, Superintendent, Mr. Adam Rauch, Assistant Superintendent of Business Services, Mr. Stew McGugan, Assistant Superintendent of Human Resources, Dr. Jay Greenlinger, Director of Curriculum and Instruction, Mr. Enoch Kwok, Director of Information Technology, Mrs. Sara Ahl, Director of Extended Care Program, and Mrs. Ragini Aggarwal, Executive Assistant.

## **FLAG SALUTE**

Barbara Laifman led the Pledge of Allegiance to the Flag.

## **REPORT ON CLOSED SESSION**

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

## **PUBLIC COMMENTS**

None

## **ADOPTION OF AGENDA**

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

## **OPEN SESSION**

### **A. BUSINESS SESSION**

#### **1. BUSINESS SERVICES**

##### **a. [Approve Renewal of Agreement with Developing Outdoors for General Staffing Services for the Extended Care Program for 2020-2021](#)**

On motion of Barbara Laifman, seconded by Allen Rosen, the Board of Education approved the Renewal of Agreement with Developing Outdoors for General Staffing Services for the Extended Care Program for 2020-2021. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0. Absent – 0.

#### **2. HUMAN RESOURCES**

##### **a. [Approve the District's Initial Proposal for Collective Bargaining Negotiations with Oak Park Classified Association](#)**

Board President opened the Public Hearing at 6:33 pm. No public comments. The Public Hearing was closed at 6:33 pm.

On motion of Derek Ross, seconded by Drew Hazelton, the Board of Education approved the District's Initial Proposal for Collective Bargaining Negotiations with Oak Park Classified Association. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0. Absent – 0.

#### **3. BOARD**

##### **a. [Approve Board Goals for 2020-2021](#)**

On motion of Allen Rosen, seconded by Denise Helfstein, the Board of Education approved the Board Goals for 2020-2021. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0. Absent – 0.

##### **b. [Approve Revised 2020 Governance Handbook](#)**

On motion of Drew Hazelton, seconded by Derek Ross, the Board of Education approved the Revised 2020 Governance Handbook. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0. Absent – 0.

**c. Review and Approve 2020-2021 Moral Imperatives and District Goals**

On motion of Allen Rosen, seconded by Denise Helfstein, the Board of Education approved the 2020-2021 Moral Imperatives and District Goals with the recommended revision for District Goal 2.a. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0. Absent – 0.

**d. Discussion on Holding In-Person Meetings During COVID-19 Restrictions**

Staff provided a proposal for holding hybrid board meetings where some members of the board and staff attend in person while others attend remotely. Board requested that staff test holding meetings where board members attending in person would not need to be on zoom and the meetings could still be interactive and be livestreamed for the members of the public. It was discussed that the November 17, 2020 meeting would be a hybrid board meeting. Since Governor Newsom's executive order N-29-20 is still in place, members of the public will not be able to participate in person but will continue to be able to watch the meetings on livestream and submit comments via the public comment form.

**4. BOARD POLICIES**

**a. Approve Amendment to Board Policy and Exhibit 3555 Nutritional Program Compliance – First Reading**

On motion of Derek Ross, seconded by Allen Rosen, the Board of Education approved the Amendment to Board Policy and Exhibit 3555 Nutritional Program Compliance as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0. Absent – 0.

**b. Approve Amendment to Board Policy and Administrative Regulation 5144.1 Suspension and Expulsion Due Process – First Reading**

On motion of Allen Rosen, seconded by Drew Hazelton, the Board of Education approved the Amendment to Board Policy Administrative Regulation 5144.1 Suspension and Expulsion Due Process as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0. Absent – 0.

**c. Approve Amendment to Board Policy and Exhibit 5145.6 Parental Notifications – First Reading**

On motion of Drew Hazelton, seconded by Derek Ross, the Board of Education approved the Amendment to Board Policy and Exhibit 5145.6 Parental Notifications as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0. Absent – 0.

**d. Annual Review of Board Policy and Administrative Regulation 5116.1 Intradistrict Open Enrollment – First Reading**

On motion of Derek Ross, seconded by Allen Rosen, the Board of Education approved the annual review of Board Policy and Administrative Regulation 5116.1 Intradistrict Open Enrollment as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0. Absent – 0.

**e. Annual Review of Board Policy and Administrative Regulation 6145 Extracurricular and Cocurricular Activities – First Reading**

On motion of Barbara Laifman, seconded by Allen Rosen, the Board of Education approved the annual review of Board Policy and Administrative Regulation 6145 Extracurricular and Cocurricular Activities as First and Final Reading. Motion carried Aye: Hazelton, Helfstein, Laifman, Rosen, Ross. No – 0. Absent – 0.

On motion of Derek Ross, seconded by Denise Helfstein, there being no further business before this Board, the special meeting is declared adjourned at 6:59 p.m.

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Date

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President of the Board

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Date

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Clerk or Secretary of the Board

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

**11-5-2020 #1009**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mrs. Barbara Laifman, called the Special meeting to order at 6:03 p.m. On March 17, 2020, Gov. Newsom issued Executive Order N-29-20 that, in part, authorized governing boards to hold public meetings via teleconference. Governing boards must still provide advance notice of each public meeting in accordance with the Brown Act and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe the meeting and/or to address the governing board.

Based on these guidelines, the OPUSD Board of Education held a video conference/teleconference special meeting on October 14th. Members of the public were able to observe the open session of the meeting using a published live stream link. Members of the public were able to submit public comments via an online form which opened at 5:30 pm on the day of the meeting and remained open for submission of comments until the Board recessed to closed session.

**BOARD PRESENT**

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

**BOARD ABSENT**

Charlotte Robertson, Student Board Member

**STAFF PRESENT**

Mrs. Ragini Aggarwal, Executive Assistant and Mr. Jay Fernow, District's Legal Counsel.

**FLAG SALUTE**

Barbara Laifman led the Pledge of Allegiance to the Flag.

**PUBLIC COMMENTS**

None

**ADOPTION OF AGENDA**

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

**ADJOURN TO CLOSED SESSION**

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

**1. SUPERINTENDENT'S GOALS**

The Board adjourned to Closed Session at 6:04 p.m.

On motion of Drew Hazelton, seconded by Denise Helfstein, there being no further business before this Board, the special meeting is declared adjourned at 7:45 p.m.

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Date

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President of the Board

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Date

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Clerk or Secretary of the Board



**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 17, 2020**

**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
CL24780	Aira Paul	Campus Supervisor	12/14/2020	General	\$15.67	OPHS
CL24781	Beth Bergner	Campus Supervisor	12/14/2020	General	\$19.72	ROES
CL24782	Claudette Paralitici	Campus Supervisor	12/14/2020	General	\$19.72	OPHS
CL24783	David Garcia	Campus Supervisor	12/14/2020	General	\$16.58	OPHS
CL24784	Dawn Ducich	Campus Supervisor	12/14/2020	General	\$19.72	MCMS
CL24785	Evan Blank	Campus Supervisor	12/14/2020	General	\$19.72	ROES
CL24786	Jerry Frizell	Campus Supervisor	12/14/2020	General	\$19.72	OPHS
CL24787	Laila Robinson	Campus Supervisor	12/14/2020	General	\$19.72	OPHS
CL24788	Lynda Spellman	Campus Supervisor	12/14/2020	General	\$19.72	MCMS
CL24789	Lynne Katz	Campus Supervisor	12/14/2020	General	\$19.72	OHES/
CL24790	Martin Kilner	Campus Supervisor	12/14/2020	General	\$19.72	OPHS
CL24791	Marty Therrien	Campus Supervisor	12/14/2020	General	\$18.60	MCMS
CL24792	Marty Therrien	Campus Supervisor	12/14/2020	General	\$18.60	BES
CL24793	Michael Best	Campus Supervisor	12/14/2020	General	\$15.67	OPHS
CL24794	Parandzem Eremian	Campus Supervisor	12/14/2020	General	\$19.72	MCMS
CL24795	Roxana Mora	Campus Supervisor	12/14/2020	General	\$19.72	OPHS
CL24796	Sorcoro Buchanan	Campus Supervisor	12/14/2020	General	\$19.72	OHES
CL24797	Stacey Pisarcik	Campus Supervisor	12/14/2020	General	\$19.72	OHES
CL24798	Susan O'Connor	Campus Supervisor	12/14/2020	General	\$19.72	MCMS
CL24799	Tina Skultety	Campus Supervisor	12/14/2020	General	\$19.72	OHES
CL24800	Wendy LaCasse	Campus Supervisor	12/14/2020	General	\$19.72	MCMS
CL24801	Akram Askarnia	Campus Supervisor	12/14/2020	General	\$19.72	OHES
CL24802	Aura Diaz	Campus Supervisor	12/14/2020	General	\$19.72	ROES
CL24803	Helen Massaband	Campus Supervisor	12/14/2020	General	\$19.72	BES
CL24804	Janice Fagan	Campus Supervisor	12/14/2020	General	\$17.55	MCMS
CL24805	Lisa Williams	Campus Supervisor	12/14/2020	General	\$19.72	BES
CL24806	Lucia Choquette	Campus Supervisor	12/14/2020	General	\$19.72	ROES
CL24807	Lynne Hoffman	Campus Supervisor	12/14/2020	General	\$19.72	ROES
CL24808	Michael Bartolucci	Campus Supervisor	12/14/2020	General	\$19.72	ROES
CL24809	Nancy Corley	Campus Supervisor	12/14/2020	General	\$19.72	OHES
CL24810	Nooshin Nemati	Campus Supervisor	12/14/2020	General	\$17.55	ROES
CL24811	Patricia Bordner	Campus Supervisor	12/14/2020	General	\$19.72	BES
CL24812	Ryan Coronel	Campus Supervisor	12/14/2020	General	\$19.72	ROES
CL24813	Sue Ann Dumpel	Campus Supervisor	12/14/2020	General	\$19.72	BES
CL24814	Zahra Sadighi	Campus Supervisor	12/14/2020	General	\$19.72	BES

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 17, 2020**

**SUBJECT B.1.b. APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**

**AUTHORIZATION TO HIRE**

Number	Name	Position	Start Date	Fund	Salary	Site
CL24815	Hai Hong Lac	Campus Supervisor	12/14/2020	General	\$17.55	BES
CL24816	Morgan Weiss	Extended Care Site Leader	12/14/2020	Fund 120	\$25.65	MCMS
CL24817	Judy Violette	Health Services Tech	10/22/2020	General	\$21.05	MCMS
CL24818	Molly Bauer	Instructional Assistant I - PE	12/14/2020	General	\$20.37	ROES
CL24819	Gretchen Van Fossen	Instructional Assistant I - PE	12/14/2020	General	\$20.37	BES
CL24820	Madhavi Vemuri	Instructional Assistant I - Math	10/26/2020	PFA	\$17.14	ROES
CL24821	Biruntha Sankarapandian	Instructional Assistant II - SpEd SUB	10/30/2020	Special Ed	\$17.52	OPHS
CL24822	Amanda MacDonald	Instructional Assistant III - Behavior	11/10/2020	Special Ed	\$23.65	BES
CL24823	Alexis Arrington	Instructional Assistant III - Behavior	12/1/2020	Special Ed	\$19.34	OHES
CL24824	Marilou Shakouri	Instructional Assistant III - Behavior	12/1/2020	Special Ed	\$19.34	SpEd
CL24825	Ashley Palmieri	Instructional Assistant III - Behavior	10/19/2020	Special Ed	\$23.65	OHES/OPHS/ BES
CL24826	Mallory McCage	Walk-On-Coach - Not to Exceed \$3,500.00	11/2/2020	Coaches, Athletics	TBD	OPHS
CL24827	Ryan Hall	Walk-On-Coach - Not to Exceed \$3,500.00	11/2/2020	Coaches, Athletics	TBD	OPHS

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
CL24828	Kim Randall	Safe School Ambassador	8/10/2020	PFA	\$200.00	OPHS
CL24829	Kathy McCormick	Summer Conditioning Cheer Head Coach	7/6/2020	ASB Donation	\$2,500.00	OPHS
CL24830	Samone Rankins	Summer Conditioning Cheer Assistant Coach	7/6/2020	ASB Donation	\$2,000.00	OPHS
CL24831	Tianna Sondergoth	Summer Conditioning Cheer Assistant Coach	7/6/2020	ASB Donation	\$2,000.00	OPHS

**IN-SERVICE CHANGE**

Number	Name	Change	Effective Date	Fund	Salary	Site
CL24832	Sindhu Sreeraj	Instructional Assistant I - Literacy & Numeracy - LOA EAD Expired	8/10/2020	Learning loss mitigation	\$18.13	ROES
CL24833	Heather Swanson	Instructional Assistant II SpEd reduction in hours	9/30/2020	Special Ed	\$22.06	OPHS
CL24834	Arlene Fleishman	Food Service Assistant I - LOA Medical	10/26/2020	Fund 130	\$19.72	OPHS
CL24835	Magarite(Willow) Zeman	From Clerical Sub to Health Tech	11/2/2020	General	\$17.52	BES
CL24836	Judy Gorman	From IA I L&N Temp Grade K to Campus Supervision	12/14/2020	General	\$19.72	ROES
CL24837	Heather Swanson	Instructional Assistant II SpEd Increase in hrs	11/9/2020	Special Ed	\$22.06	OPHS
CL24838	Ashley Palmieri	From IA III - Behavior to Extended Care Site Leader	12/14/2020	Fund 120	\$24.65	OHES

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 17, 2020**

**SUBJECT B.1.b. APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**

**SEPARATION**

Number	Name	Position	Effective Date	Separation Type	Salary	Site
CL24839	Alyssa Jones	Data Systems Support Specialist	10/12/2020	39-Month	\$28.24	DO
CL24840	Brandan Cortez	Instructional Assistant III - Behavior - Resignation - Not Rtn Fm LOA	8/10/2020	Resignation	\$21.05	OHES
CL24841	Nancy Nivon	Health Services Technician	10/15/2020	Resignation	\$22.06	BES
CL24842	Diane Benaszek	Instructional Assistant II SpEd	1/4/2021	Retirement	\$21.05	OPHS

Prepared by:

Stew McGugan Assistant Superintendent /Human Resources

Respectfully Submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.1.b. APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**  
**ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS**

**CONSENT**

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
01CE10508	Tim Chevalier	Athletic Director	8/10/20	Site	\$4,000.00	OPHS
01CE10509	Amy Buccino	Class Size Overages - October	10/1/2020	General	\$315.00	ROES
01CE10510	Nicole Lo Bianco	Class Size Overages - October	10/1/2020	General	\$210.00	ROES
01CE10511	Robbin Lund	Class Size Overages - October	10/1/2020	General	\$325.00	ROES
01CE10512	Patti Holland	Class Size Overages - October	10/1/2020	General	\$105.00	ROES
01CE10513	Jamie Brown	Class Size Overages - October	10/1/2020	General	\$210.00	ROES
01CE10514	Nina Johnson	Class Size Overages - October	10/1/2020	General	\$210.00	ROES
01CE10515	Kathy Strong	Class Size Overages - October	10/1/2020	General	\$210.00	ROES
01CE10516	Paula Foy	Class Size Overages - October	10/1/2020	General	\$210.00	OHES
01CE10517	Heather Sloan	Class Size Overages - October	10/1/2020	General	\$105.00	OHES
01CE10518	Beth Rubin	Class Size Overages - October	10/1/2020	General	\$105.00	OHES
01CE10519	Michelle Williams	Class Size Overages - October	10/1/2020	General	\$210.00	OHES
01CE10520	Joy Reints	Class Size Overages - October	10/1/2020	General	\$140.00	OHES
01CE10521	Heather Sloan	District Technology Committee	08/01/2020	LCAP	\$360.00	OHES
01CE10522	Catherine Steiner	District Technology Committee	08/01/2020	LCAP	\$360.00	MCMS
01CE10523	Susan Allen	District Technology Committee	08/01/2020	LCAP	\$360.00	OVHS
01CE10524	Tess Kokiousis	District Technology Committee	08/02/2020	LCAP	\$360.00	OPHS
01CE10525	Tess Kokiousis	EEAC Committee	08/03/2020	District	\$450.00	OPHS
01CE10526	Sharon Merfeld	EEAC Committee	08/04/2020	District	\$450.00	ROES
01CE10527	Kellie Milbourn	EEAC Committee	08/05/2020	District	\$450.00	BES
01CE10528	Katie Wilsker	EEAC Committee	08/06/2020	District	\$450.00	MCMS
01CE10529	Paula Foy	Class Size Overages - September	09/01/2020	General	\$200.00	OHES
01CE10530	Heather Sloan	Class Size Overages - September	09/01/2020	General	\$100.00	OHES
01CE10531	Keri Lieberman	Class Size Overages - September	09/01/2020	General	\$90.00	OHES
01CE10532	Beth Ruben	Class Size Overages - September	09/01/2020	General	\$100.00	OHES
01CE10533	Michelle Williams	Class Size Overages - September	09/01/2020	General	\$200.00	OHES
01CE10534	Joy Reints	Class Size Overages - September	09/01/2020	General	\$200.00	OHES
01CE10535	Victor Anderson	Class Size Overages - September	09/01/2020	General	\$59.00	OPHS
01CE10536	Jennifer Hankins	Class Size Overages - September	09/01/2020	General	\$35.00	OPHS
01CE10537	Russ Peters	Class Size Overages - September	09/01/2020	General	\$29.00	OPHS
01CE10538	Amy Bucciano	Class Size Overages - September	09/01/2020	General	\$300.00	ROES
01CE10539	Nicole Lo Bianco	Class Size Overages - September	09/01/2020	General	\$200.00	ROES
01CE10540	Robbin Lund	Class Size Overages - September	09/01/2020	General	\$400.00	ROES
01CE10541	Patti Holland	Class Size Overages - September	09/01/2020	General	\$100.00	ROES
01CE10542	Jamie Brown	Class Size Overages - September	09/01/2020	General	\$200.00	ROES
01CE10543	Nina Johnson	Class Size Overages - September	09/01/2020	General	\$200.00	ROES
01CE10544	Kathy Strong	Class Size Overages - September	09/01/2020	General	\$200.00	ROES
01CE10545	Brandie Pryor	Class Size Overages - September	09/01/2020	General	\$200.00	BES

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.1.b. APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**  
**ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS**

**CONSENT**

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
01CE10546	Erik Squire	Class Size Overages - September	09/01/2020	General	\$100.00	BES
01CE10547	Julie Ross	Advanced Peer Counseling	8/10/2020	LCAP	\$1,500.00	OPHS
01CE10548	Janet Svoboda	Advanced Peer Counseling	8/10/2020	LCAP	\$1,500.00	OPHS
01CE10549	Victor Anderson	Class Size Overages - October	9/1/2020	General	\$86.00	OPHS
01CE10550	Jen Hankins	Class Size Overages - October	9/1/2020	General	\$40.00	OPHS
01CE10551	Russ Peters	Class Size Overages - October	9/1/2020	General	\$22.00	OPHS
01CE10552	Brandie Pryor	Class Size Overages - October	9/1/2020	General	\$210.00	BES
01CE10553	Erik Squire	Class Size Overages - October	9/1/2020	General	\$205.00	BES

**IN-SERVICE CHANGE**

Number	Name	Change	Effective Date	Fund	Site
01CE10554	Tara Beeh	Reduce 0.8 to 0.7 FTE	10/17/2020	General	OPIS
01CE10555	Brittany Ulloa	Maternity Leave	10/6/2020	General	MCMS

Prepared by:  
 Stewart McGugan 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 17, 2020**  
**SUBJECT: B.1.c. RATIFY PURCHASE ORDERS – OCTOBER 1 THROUGH OCTOBER 31, 2020**

CONSENT

**ISSUE:** Shall the Board ratify the following purchase orders issued for the period October 1 through October 31, 2020?

**BACKGROUND:** Purchase Order Report listing all purchase orders issued during the reporting period is included for the Board review. All purchase orders have been approved by an administrator as a necessary expense and are budgeted for and within the budget authorization of the account. The Board is requested to ratify the purchase order from October 1 through October 31, 2020.

**ALTERNATIVES:**

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

**RECOMMENDATION:** Alternative No. 1

Prepared by:

Byron Jones, Director Fiscal Services

Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

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

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



## Includes Purchase Orders dated 10/01/2020 - 10/31/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
<b>010-4100 Approved Textbooks and Core Cu</b>					
P21-00215	Vernier Software & Technology	005	20/21 OPHS Science Progrm	010-4100	1,956.24
P21-00216	Houghton Mifflin Harcourt	005	20/21 OPIS GO Math TE	010-4100	354.60
P21-00217	Studies Weekly, Inc dba Americ an Legacy Publishing	005	20/21 BES 4th Grade Studies Weekly	010-4100	767.37
P21-00218	Newsela, Inc.	005	20/21 OPIS Newsela Licenses	010-4100	1,500.00
P21-00239	Vista Higher Learning	005	20/21 OPHS AP Spanish Online	010-4100	2,623.25
<b>Total:010-4100 Approved Textbooks and Core Cu</b>					<b>7,201.46</b>
<b>010-4330 Other Materials and Supplies N</b>					
B21-00106	Intermountain Lock & Security	004	2020/2021 M&O Supplies	010-4330	500.00
B21-00107	Intrepid Glass & Mirror, Inc	004	2020/2021 Glass Replacement/Supplies	010-4330	1,070.00
B21-00122	Office Depot Customer Service Center	004	2020/2021 M & O Supplies	010-4330	1,000.00
B21-00187	Pacific Coast Environmental	009	Custodial supplies	010-4330	1,000.00
B21-00188	Ready Refresh by Nestle	011	Water for portable classrooms	010-4330	400.00
B21-00196	Southwest School Supply	011	Red Oak Classroom Supplies for 2020-2021	010-4330	3,000.00
P21-00180	Lennox Industries, Inc	004	2020/2021 Open PO for HVAC Parts	010-4330	1,789.42
P21-00214	BE Publishing	013	Software/Google App/SWA	010-4330	1,579.00
P21-00228	Quadient	006	District Wide use Mail machine	010-4330	53.66
P21-00229	Salinas & Sons Rooter Service	004	Clear out main line at OHES	010-4330	875.00
P21-00242	Southwest School Supply	004	Multifunction Task Chair per Ergonomic Eval	010-4330	180.18
P21-00243	Southwest School Supply	004	Protection Panels for Teachers	010-4330	12,127.29
P21-00248	The Paton Group	013	CTEIG/Prod & Mang. Arts/Theater	010-4330	691.50
<b>Total:010-4330 Other Materials and Supplies N</b>					<b>24,266.05</b>
<b>010-4410 Equipment New Non-Capitalized</b>					
B21-00106	Intermountain Lock & Security	004	2020/2021 M&O Supplies	010-4410	1,028.07
P21-00180	Lennox Industries, Inc	004	2020/2021 Open PO for HVAC Parts	010-4410	323.79
<b>Total:010-4410 Equipment New Non-Capitalized</b>					<b>1,351.86</b>
<b>010-5600 Rents, Leases, and Repairs</b>					
P21-00222	Fence Factory	004	Repair Damaged Fence Oak Hills Elementary School	010-5600	2,969.58
<b>Total:010-5600 Rents, Leases, and Repairs</b>					<b>2,969.58</b>
<b>010-5820 Other Operating Expense</b>					
B21-00177	Nikolas Matsamura	013	Independent Band Coach/Site Stipends	010-5820	4,000.00
B21-00189	Westlake Village Urgent Care	006	2020-2021 TB Tests	010-5820	4,000.00
B21-00190	KYOCERA Document Solutions West LLC	009	Blanket P.O. for Riso	010-5820	1,100.00
B21-00191	Document Systems	004	2020- 2021 Color Copies and Staples	010-5820	4,000.00

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

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## Includes Purchase Orders dated 10/01/2020 - 10/31/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
B21-00192	Tori Nisperos	013	AP Reader/PFA Funded	010-5820	4,000.00
B21-00194	Sophia Holdorf	013	Indep. Band Coach/ASB/Opima	010-5820	1,800.00
B21-00195	New Vendor Request	013	Indep. Band Coach/ASB/Opima	010-5820	1,800.00
P21-00213	Certiport	013	Add-on License/CTEIG/SWA	010-5820	650.00
P21-00230	Joy Products of California Coastal Enterprises	012	Disc: Locker Keys	010-5820	51.00
P21-00231	Alan Lewis Salazar	004	Indigenous Peoples' Day programs	010-5820	350.00
P21-00233	CR Print	013	Printing/Mat & Supply/H. Donation	010-5820	1,033.90
P21-00234	VCOE	005	2019/2020 Library Services	010-5820	1,760.00
P21-00235	ChargePoint, Inc.	004	ChargePoint Network Svcs. Plan 2020/21	010-5820	1,680.00
P21-00236	VCOE	004	VCFast Courier Cost 2020-21	010-5820	5,508.00
P21-00237	AML Global American Language Services	000	SpEd - Interpretation Services 20/21	010-5820	2,500.00
P21-00238	Herff Jones	024	2020 OPIS Diploma Covers	010-5820	219.90
P21-00240	National CineMedia LLC	000	Media Advertising	010-5820	10,000.00
P21-00241	Greenacre Homes Inc	000	NPS Residential Placement	010-5820	9,121.44
P21-00245	Recycle Away, LLC	004	Recycling Stations for MCMS	010-5820	4,867.81
P21-00246	Ventura County Star	004	Notice of Public Hearing 20/21 School District Bdgt	010-5820	137.21
T21-00024	MJP Technologies Inc	007	Ruckus Virtual Smartzone License	010-5820	4,889.00
TB21-00013	VCOE	007	VCOE Blanket PO for Tech Licensing and Training	010-5820	400.00
Total:010-5820 Other Operating Expense					63,868.26
<b>010-5899</b>	<b>LEGAL FEES 1099</b>				
B21-00193	Fagen Friedman & Fulfroest LLP	004	2020-2021 Legal Services	010-5899	227,000.00
Total:010-5899 LEGAL FEES 1099					227,000.00
<b>010-5900</b>	<b>Telephone and Communications</b>				
T21-00023	Scada Access Inc DBA CyberReef Solutions Inc	007	COVID- Webfiltering for Verizon Jetpacks	010-5900	240.00
Total:010-5900 Telephone and Communications					240.00
<b>120-5899</b>	<b>LEGAL FEES 1099</b>				
B21-00193	Fagen Friedman & Fulfroest LLP	004	2020-2021 Legal Services	120-5899	3,115.00
Total:120-5899 LEGAL FEES 1099					3,115.00
<b>211-4330</b>	<b>Other Materials and Supplies N</b>				
P21-00225	Intelliccept	004	Proj 18-21S Stoppers New Classroom Courtyard MCMS	211-4330	531.83
Total:211-4330 Other Materials and Supplies N					531.83
<b>211-4410</b>	<b>Equipment New Non-Capitalized</b>				
P21-00227	Roadside Lumber & Hardware	004	Proj 20-21S Paver and Supplies for Outdoor Area DO	211-4410	404.03
P21-00232	SMITH PIPE & SUPPLY	004	Proj 20-21S Supplies for Outdoor Area DO	211-4410	546.62

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.

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## Includes Purchase Orders dated 10/01/2020 - 10/31/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P21-00244	Carlson's Building Materials	004	Proj 20-21S Paver and Supplies Outdoor Area DO	211-4410	4,983.31
Total:211-4410 Equipment New Non-Capitalized					5,933.96
<b>211-6179</b>	<b>Site Construction/Change Order</b>				
P21-00221	Fence Factory	004	Proj 18-21S Chain Link Fencing New Classrooms MCMS	211-6179	20,473.09
P21-00223	Finish Line Paving, Inc.	004	Proj 18-21S Asphalt BBall Courts New Classrooms	211-6179	4,750.00
Total:211-6179 Site Construction/Change Order					25,223.09
<b>211-6250</b>	<b>Architect/Engineering Services</b>				
P21-00224	BCA Architects	004	Proj 20-18S Exterior Upgrade Bldg B & C ROES	211-6250	80,050.00
Total:211-6250 Architect/Engineering Services					80,050.00
<b>211-6272</b>	<b>Construction Management Fees</b>				
P21-00219	Balfour Beatty Construction	004	Const Mgmt Services 8/1-8/31/2020 INV30000	211-6272	11,020.00
Total:211-6272 Construction Management Fees					11,020.00
<b>211-6274</b>	<b>Other Construction</b>				
P21-00202	Signature Signs	004	Proj 18-21S Plaque for New Classroom @MCMS	211-6274	2,632.85
P21-00226	Reliable Cabling Solutions	004	Proj 18-21S Cable Security Cams Classrooms MCMS	211-6274	1,892.00
Total:211-6274 Other Construction					4,524.85
<b>211-6400</b>	<b>Equipment \$5000+</b>				
P21-00220	Blue Violet Networks, LLC	004	Proj 18-21S Security Cameras New Classrooms MCMS	211-6400	5,723.13
T21-00022	GoGuardian	007	Proj20-20S GoGuardian License CB Mgmt	211-6400	28,302.00
Total:211-6400 Equipment \$5000+					34,025.13
Total Number of POs				55	
				Total	491,321.07

## Fund Recap

Fund	Description	PO Count	Amount
010	General Fund	43	326,897.21
Total Fiscal Year 2021			326,897.21
120	Child Development Fund	1	3,115.00
Total Fiscal Year 2021			3,115.00
211	Measure S Facilities & Tech	12	161,308.86
Total Fiscal Year 2021			161,308.86

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 10/01/2020 - 10/31/2020**

Total	<u><u>491,321.07</u></u>
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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.

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Includes Purchase Orders dated 10/01/2020 - 10/31/2020

## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
<b>130-4330</b>	<b>Other Materials and Supplies N</b>			
FS21-00017	13,725.00	130-4330	Cafeteria Fund/Other Materials and Supplies N	10,725.00
<b>Total:130-4330 Other Materials and Supplies N</b>				<b>10,725.00</b>
<b>130-5600</b>	<b>Rents, Leases, and Repairs</b>			
FS21-00011	560.00	130-5600	Cafeteria Fund/Rents, Leases, and Repairs	60.00
<b>Total:130-5600 Rents, Leases, and Repairs</b>				<b>60.00</b>
<b>Total PO Changes</b>				<b>10,785.00</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.

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**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: ANTHONY W. KNIGHT Ed.D., SUPERINTENDENT**

**DATE: NOVEMBER 17, 2020**

**SUBJECT: B.1.d. APPROVE AGREEMENT WITH LOYOLA MARYMOUNT UNIVERSITY(LMU) FOR SCHOOL LEADERSHIP AND ADMINISTRATIVE FIELDWORK NOVEMBER 2020 – NOVEMBER 2023**

CONSENT

**ISSUE:** Shall the Board of Education enter into a School Leadership and Administration Fieldwork agreement with LMU and the Institute for School Leadership for the term of November 17, 2020 thru November 17, 2023?

**BACKGROUND:** Board Policy 4112.21 states that the district may enter into partnership agreements with one or more approved teacher preparation programs sponsored by colleges or universities and/or may provide a district intern program with approval of the Commission on Teacher Credentialing (CTC). University and Institute of School Leadership and Administration Clinical Fieldwork Programs are designed to be partnerships between institutions of higher education and schools serving as clinical fieldwork sites, to meet the growing need for qualified and effective educational administrators. The primary focus of the preliminary administrative services program will be to prepare future leaders for their initial administrative position, with special emphasis on preparation for the position of site administrator, or principal, for a specific school site. The agreement with LMU is included for the Board's review.

**FISCAL IMPACT:** None

**ALTERNATIVES:**

1. Approve Agreement with LMU for School Leadership and Administration Fieldwork from November 17, 2020 thru November 17, 2023.
2. Do not approve the Agreement with LMU.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources

Respectfully submitted,

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

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

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



**Loyola Marymount University**  
**Institute for School Leadership and Administration**  
*Administrative Services Credentials*  
**and**  
**Oak Park Unified School District**  
**Participating Clinical Fieldwork Agreement**  
**Memo of Understanding**

**Purpose:** The California Commission on Teacher Credentialing's ***Standards of Quality and Effectiveness: Preliminary Administrative Services Credential Program Standards*** stipulated conditions under which credentialing institutions must abide to be accredited for recommending candidates for California administrative services credentials. This agreement outlines relevant common standards, program standards, and preconditions, which must be met for fieldwork program approval. It also contains quality-related criteria for Loyola Marymount University candidates.

Administrative Services Credential Program Standards, the Commission embarks upon a new era in the preparation of California's educational leaders. The primary focus of the preliminary administrative services program will be to prepare future leaders for their initial administrative position, with special emphasis on preparation for the position of site administrator, or principal, for a specific school site.

University and ISLA Clinical Fieldwork Programs are designed to be partnerships between institutions of higher education and schools serving as clinical fieldwork sites, to meet the growing need for qualified and effective educational administrators. Loyola Marymount University stipulated that administrative fieldwork services meet the instructional needs for the Preliminary Administrative Services credential in the participating district and the state.

The University and the participating School agree to the following conditions and services that apply to administrative candidates who are, or will be, admitted to the University's credential programs through the University's departments and will be serving their clinical fieldwork requirement in the school.

**Loyola Marymount University agrees that:**

Each Administrative Candidate meets the requirements for acceptance and enrollment in the Preliminary Services Credential and/or MA in School Administration.

Each candidate is guided in fieldwork by the California Administrative Performance Expectations (CAPEs).

Each candidate will design and implement a project based on the needs of the school and will conduct a number of administrative activities to meet and exceed the CAPEs.

The University will provide program coordination as needed with the School to manage fieldwork process to ensure timely completion of credential coursework and filing for Preliminary Credentials with the California Commission on Teacher Credentialing (CCTC).

The University will select and train Fieldwork Instructors based on the following qualifications:

- Current knowledge and experience as a school administrator.
- Understand the context of public schooling.
- Ability to model best professional practices.
- Knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity.
- Thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The University will ensure that Fieldwork Instructors will observe and evaluate candidates during the semester and allocate time with each candidate at least once per week.

The University will direct Fieldwork Instructor to meet and consult with employer-provided on-site-provider as appropriate.

**Participating School/District agrees that:**

Each Intern shall be provided, according to current Support and Supervision guidelines set forth by the California Commission on Teacher Credentialing, adequate supervision, advice, encouragement and support, as appropriate, by Charter School personnel, including but not limited to the school site faculty and the on-site support provider. Each support provider (mentor) will hold a valid Clear or Life Credential with EL Authorization and will have completed three (3) years of successful teaching experience.

Each candidate, at the discretion of the site administrator, may, on a limited basis, be released from other required School meetings or activities, as needed, to fulfill the clinical fieldwork requirements or to attend classes at the University.

The School agrees to allow the University Fieldwork Instructor to visit the candidate in his/her classroom during the university's academic semesters.

The principal will serve as the School's evaluator of the candidate, complete required documentation in a timely manner, and meet with the fieldwork instructor each year to monitor and assess the candidate's progress. The principal and the fieldwork instructor will review the documentation to determine candidate competence.

Administration agrees to assign a candidate to the appropriate placement that meets the requirements for the Preliminary Administrative Services Credential. Assignments are communicated to the University in an "Employment Verification Form." University reserves the right to not recommend the candidate for the credential if the University deems that the candidate assignment is not in compliance with the type of preparation program of the candidate."

**The University and the School/District agree that:**

A candidate in the LMU/ISLA administrative services preparation program will collaborate with the placement school and its administration to participate in practical field experiences that are designed to facilitate the application of theoretical concepts in authentic settings. Each candidate is introduced to the major duties and responsibilities authorized by the administrative services credential as articulated in the California Administrative Performance Expectations. Field experiences include a variety of diverse and realistic settings both in the day-to-day functions of administrators and in long-term policy design and implementation.

Each Candidate will be supported by an LMU Appointed Fieldwork Instructor who will act as a liaison between the school and candidate to ensure collaboration. The Fieldwork Instructor will meet with the school administration to support the facilitation and completion of fieldwork as a benefit for the school as well as the candidate.

**Reporting Obligations:**

The parties recognize that when an LMU student shares that the LMU student has experienced sexual harassment, sexual or interpersonal misconduct (defined in Appendix "A"), the University has certain responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which the employer school will transmit reports of sexual or interpersonal misconduct it receives from a corps member/LMU student to the University.

The employer school will report immediately or as soon as practicably possible to University all reports of sexual or interpersonal misconduct received by an employee or agent of the school asserting that an LMU student experienced sexual harassment, sexual or interpersonal misconduct – regardless of whether the LMU student was an LMU student of record at the time the asserted sexual harassment, sexual or interpersonal misconduct was reported or occurred. The employer school will report the following information as soon as is practicable to the University's Title IX Coordinator at (310) 568-6105 or, if after regular business hours (Monday-Friday, 8:00 am-5:00 pm) to the Department of Public Safety at (310) 338-2893.

Such reports will include:

- The name, telephone number, e-mail address and residence address of the LMU student who reported that they experienced sexual or interpersonal misconduct;
- The name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, if known; and
- Description of the incident of sexual or interpersonal misconduct, including location, date and time.

**Mutual Indemnification: Limits on Liability:**

Each party (the "Indemnifying Party") agrees to protect, indemnify, defend and hold harmless the other party and its respective employees, agents, and independent contractors (the "Indemnified Party") against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out or resulting from (i) any breach of any representation, warranty, covenant, obligation or undertaking made by such Indemnifying Party hereunder, or (ii) the negligence or willful misconduct of the Indemnifying Party in connection with the subject matter of this Contract, including but not limited to the provision of food and beverage and other services and facilities (including the exhibition premises, as applicable) to the Indemnified Party or (iii) any violation of domestic or foreign law or regulation. The Indemnifying Party obligations hereunder shall survive the termination of this agreement.

Notwithstanding any other provisions in this agreement, the preceding paragraph governs the parties' indemnity obligations to each other hereunder and no limitation of liability is applicable to such obligations.

**Insurance:** Both parties agree to carry insurance customarily obtained in the industry in customary amounts and under customary terms and conditions, including liability insurance in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. Upon request, each party shall provide a certificate evidencing such insurance to the other party.

**General Terms:**

1. This Agreement shall be effective for a period of three years from the date of signature when executed by both parties. This agreement will automatically renew unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.
2. This Agreement may be revised or modified by written amendment when both parties agree to such amendment.
3. Notice given or required to be given under this Agreement may be given by personal delivery, facsimile, overnight air express or certified United States mail, return receipt requested. Notice shall be deemed to occur either (a) upon actual receipt, if the notice is by personal delivery facsimile or overnight air express or (b) five (5) business days after mailing, if the notice is by certified United States mail, return receipt requested.

**Loyola Marymount University  
School of Education**

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

Ramiro Euyoque

Title: Associate Dean for Business Services

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

**Oak Park Unified School District**

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

Stew McGugan

Title: Assistant Superintendent, HR

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

**Loyola Marymount University**

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

Thomas O. Fleming, Jr.

Title: Senior Vice President and Chief Financial Officer

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

**Letter of Commitment and Agreement  
Loyola Marymount University Administration  
Clinical Fieldwork Partnership with  
Oak Park Unified School District**

**Oak Park Unified School District** agrees to participate with **Loyola Marymount University** in the Preliminary Administrative Services (Tier I Credential) and MA School Administration programs through the Institute of School Leadership and Administration (ISLA).

The **Oak Park Unified School District** supports the attached goals of the clinical practice program and the **School** agrees to provide appropriate support for the candidate while in the program.

Signed:

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

Stew McGugan

(Printed Name)

Assistant Superintendent, Human Resources

(Title)

School Official

\_\_\_\_\_  
Date

## **APPENDIX “A”**

### **DEFINITIONS:**

**“Consent”** is defined as the unambiguous and willing participation or cooperation in act, behavior or attitude that is commonly understood to be consistent with the exercise of free will. It is the responsibility of each person involved in the sexual activity to ensure that he or she has the affirmative consent of the other(s) to engage in the sexual activity. Consent requires participants who are lawful adults, fully conscious, equally free and legally competent to act, have clearly communicated their willingness, cooperation, or permission to participate in the specific sexual activity engaged in, are positive and clear about their desires, and are able to cease ongoing consensual activity at any time. Refusal to consent does not have to be verbal; it can be expressed with clear gestures, body language or attitude. Lack of protest or resistance does not mean consent, nor does silence mean consent. Prior sexual history between the complainant and respondent, by itself, does not constitute consent, nor does consenting to sexual activity with one person imply consent to sexual activity with another person.

Consent is not freely given if:

1. It is obtained through the use of force, through the fear of or the threat of force, through the abuse of a power positions over another (such as employment status or position within an organization) or by kidnap; or
2. A reasonable person in the position of the alleged perpetrator at the time the alleged conduct occurred should have known that the other person was unable to give consent for any of the following reasons:
  - a. The individual is unable to make an informed decision as a result of the use of alcohol, drugs or other substances (including but not limited to predatory drugs or prescribed medications);
  - b. The individual is unable to consciously respond for whatever reason including lack of consciousness, sleep, illness or shock;
  - c. The individual is under the age of eighteen and therefore legally incapable of giving consent; or
  - d. The individual is known by reason of impairment, mental condition or developmental or physical disability to be reasonably unable to consent.
3. The individual has acted or spoken in a manner which expresses a lack of consent or a refusal to consent.

The following are invalid excuses for failing to obtain affirmative consent from the Complainant:

1. The responding party's belief in affirmative consent arose from the intoxication or recklessness of the responding party; or
2. The responding party did not take reasonable steps, in the circumstances known to the responding party at the time, to ascertain whether the complaining party affirmatively consented.

**“Sexual Misconduct”** is defined as Sexual Assault, Sexual Exploitation, Interpersonal Misconduct, or the act of making sexual contact with the intimate body part of another person without that person's consent including as the result of sexual coercion. Intimate body parts include the sexual organs, the anus, the groin or buttocks of any person, and the breasts. Student-on-student sexual misconduct also includes sexual harassment.

**“Sexual Assault”** is defined to include engaging in sexual intercourse or any of the sexual activities listed below with another person without that person's consent. Sexual Assault includes, but is not limited to, rape, sexual battery, anal intercourse, oral copulation or penetration of a body cavity by a foreign object. Sexual intercourse includes the penetration, however slight, of the vagina or anus with any object or body part and of the mouth with a body part or any object in a sexual manner.

**“Sexual exploitation”** is sexual misconduct that occurs when a person takes unjust or abusive sexual advantage of another for his or her benefit or for the benefit of anyone other than the exploited party; and that behavior does not otherwise constitute sexual assault. Examples of sexual exploitation include, but are not limited to, invasion of sexual privacy, audio or video recording or photographing of any type (webcam, camera, Internet exposure, etc.) without knowledge and consent of all persons; going beyond the boundaries of consent (such as letting another person hide and watch you have consensual sex without the knowledge of the other party), engaging in unconsented voyeurism, exposing one's genitals in non-consensual circumstances; coercing another against their will to expose their genitals or breasts, and prostituting another person.

**“Interpersonal Misconduct”** includes Dating Violence, Domestic Violence and Stalking, as defined below:

**“Dating Violence”** is defined in accordance with the reauthorization of the Violence Against Women Act, as violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on the complaining party’s statement with consideration of the following factors:
  - a. The length of the relationship
  - b. The type of the relationship
  - c. The frequency of interaction between the persons involved in the relationship.
3. Dating Violence includes, but is not limited to, sexual or physical abuse or threat of such abuse.

Dating violence does not include acts covered under the definition of domestic violence.

**“Domestic Violence”** is defined in accordance with the reauthorization of the Violence Against Women Act as a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under California law, or by any other person against an adult or youth victim who is protected from that person’s acts under California law.

**“Stalking”** is defined in accordance with the reauthorization of the Violence Against Women Act as engaging in a course of conduct directed at a specific person(s) that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.

For the purposes of this definition “course of conduct” means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens or communicates to or about a person, or interferes with a person’s property.

For the purposes of this definition “substantial emotional distress” means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

**“Sexual Harassment”** for the purposes of this policy is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, physical or visual conduct by a person of either the same or opposite sex where:

- submission to or rejection of the conduct is made either an explicit or implicit condition of academic achievement and/or employment;
- submission to or rejection of the conduct is used as the basis for an academic and/or employment decision; or
- the conduct has the purpose or effect of unreasonably interfering with academic, or work performance or creating an intimidating, hostile, or offensive, living, academic, or work environment.



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.1.e. APPROVE CHANGE ORDER 2, MEASURE S PROJECT 18-21S  
CLASSROOM REPLACEMENT AT MEDEA CREEK MIDDLE  
SCHOOL, AGREEMENT WITH NV5 WEST, INC.**

CONSENT

**ISSUE:** Shall the Board Approve Change Order 2, for Measure S Project 18-21 S Classroom Replacement at Medea Creek Middle School, agreement with NV5 West Inc.?

**BACKGROUND:** On December 17, 2019, the board approved an agreement with NV5 West, Inc. for DSA testing and inspection services for Measure S Project 18-21S, Classroom Replacement at Medea Creek Middle School. The estimated cost of the proposal from NV5 West, Inc. was \$36,276.

Due to unforeseen rock soil conditions, it was necessary for NV5 West, Inc. to increase staffing hours beyond the scope of the original/approved proposal for the over excavation, re-compaction, and extended trenching caused by the unanticipated conditions.

The total amount for Change Order 2 is \$4,000, which increases the agreement with NV5 West, Inc. to \$40,276. It is recommended by District staff that the Board approve Change Order 2.

**FISCAL IMPACT:** If approved, the proposed change order will increase the original agreement amount from \$36,276 to \$40,276, to be funded by the Measure S bond fund.

**ALTERNATIVES:**

1. Approve Change Order 2, increasing the original agreement with NV5 West, Inc. from \$36,276 to \$40,276.
2. Do not approve the Change Order 2.

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

Board of Education Meeting, November 17, 2020  
Approve Change Order 2, for Measure S Project 18-21 S Classroom  
Replacement at Medea Creek Middle School, agreement with NV5 West Inc.  
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	_____	_____	_____	_____



## Change Order No. 01

Date: September 2, 2020  
DSA App. No.: 03-119462  
Job No. 114520-0002560

**CLIENT**

OPUSD c/o Dennis Kuykendall  
5301 Conifer Street  
Oak Park, CA 91377

**NV5 OFFICE**

NV5 West, Inc.  
1868 Palma Drive, Suite A  
Ventura, CA 93003

**JOB DESCRIPTION AND LOCATION**

Project: Medea Creek M.S. Modular Classrooms  
Address: 1002 Doubletree Rd., Oak Park, CA 91377  
P.O. #: P20-00439  
Attn: Dennis Kuykendall

**Change in Contract Amount for Testing and Inspection Services:**

NV5 is currently providing Testing and Inspection Services on the referenced project. Our currently authorized budget of \$36,276.00 has been exceeded, and to date, we have expended \$38,219.40. After discussing remaining items to be completed with the Project Inspector Jeff Barnes on September 1, 2020, it was agreed that only punch list items remain and that NV5 should proceed with close out. NV5 is requesting a change in contract to include what has been exceeded \$1,943.00 along with close out costs to complete the project totaling \$4,000.00.

NV5 appreciates the opportunity to provide consulting, inspection and testing services for the Oak Park Unified School District. If you have any questions or there is any further information that we can provide for you, please contact our office.

**Fee For Additional Services Described Above:**

Current Contract Amount:	\$ 36,276.00
<b>Total amount this Change Order</b>	<b>\$ 4,000.00</b>
<b>Revised Total Contract/Proposal Amount:</b>	<b>\$ 40,276.00</b>

Respectfully Submitted,  
NV5 WEST, INC.

BY: Carol Harrison

CAROL HARRISON, CLIENT SERVICE MANAGER

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.1.f. 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 2021-22 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	_____	_____	_____	_____

**SY2021-22 Annual Renewal of Services  
Super Co-Op  
A California USDA Foods Cooperative**



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

Please check (✓) your response:

<input checked="checked" type="checkbox"/>	We plan to CONTINUE membership with Super Co-Op for SY2021-22.
<input type="checkbox"/>	We do NOT plan to continue membership with Super Co-Op for SY2021-22. 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 SY2021-22. 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. SY2021-22 Fees:  
 Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2021.  
 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, Student Nutrition
Telephone	818-735-3203
Email	cly@opusd.org

Accounts Payable Contact	
Name	Carole Ly
Title	Director, Student Nutrition
Telephone	818-735-3203
Email	cly@opusd.org

Additional Contact for USDA Foods management	
Name	
Title	
Telephone	
Email	

17. Each individual executing this Annual Renewal of Services on behalf of Member District represents, for the benefit of Lead Agency, that he or she is duly authorized to execute and deliver this Annual Renewal of Services on behalf of Member District.
18. Lead Agency and Member District acknowledge that this Annual Renewal of Services is subject to approval by the Member District's Board and this Annual Renewal of Services shall not be effective until after the Member District's Board approves this Annual Renewal of Services.

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 17, 20 20

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, 2020** 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 17, 2020**

**SUBJECT: B.2.a. APPROVE RESOLUTION #2020-22 FOR PARTICIPATION IN  
DISTRICT OF CHOICE PROGRAM FOR SCHOOL YEAR 2021-22**

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ACTION

**ISSUE:** Shall the Board of Education approve Resolution #2020-22 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 2021-22 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 2021-2022 school year.

**ALTERNATIVES:**

1. Approve the District of Choice Resolution #2020-22.
2. Do not approve the District of Choice Resolution.

**RECOMMENDATION:** Alternative #1.

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent



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

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

OAK PARK UNIFIED SCHOOL DISTRICT  
Resolution #2020-22

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 17<sup>th</sup> day of November, 2020 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 17, 2020**  
**SUBJECT: B.2.b. APPROVE CONSULTANT AGREEMENT FOR ELEMENTARY AND MIDDLE SCHOOL GARDEN PROGRAM**

ACTION

**ISSUE:** Shall the Board approve a consultant agreement for the elementary and middle school garden program for the 2020-21 fiscal year?

**BACKGROUND:** In response to a request by District administration, 2Eden Design Studio has submitted the accompanying proposal to provide a school garden program. This year's program will include video lessons from the garden, teacher notes to accompany the videos, online art and cooking activities, and coordination with Student Nutrition to emphasize the "Seed to Table" theme. The activities that accompany the lessons are appropriate for students to complete at home with minimal or no cost. The agreement includes the services of two garden teachers, who will create the video lessons and provide in person lessons when students return to campus. Staff has reviewed the following proposal and recommends that the Board approve the agreement with 2Eden Design Studio for these services.

**FISCAL IMPACT:** The cost of the agreement is \$55,479 plus \$1,000 for materials. Funding source is the general Fund and is included in the 2020-21 adopted budget.

**ALTERNATIVES:**

1. Approve a consultant agreement for the elementary and middle school garden program for the 2020-21 fiscal year.
2. Do not approve a consultant agreement for the elementary and middle school garden program for the 2020-21 fiscal year.

**RECOMMENDATION:** Alternative No. 1

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



October 19, 2020

Jay Greenlinger  
Director of Curriculum & Instruction  
Oak Park Unified School District  
5801 Conifer Street  
Oak Park, CA 91377

Dear Mr. Greenlinger

## **OPUSD SCHOOL GARDENS PROGRAM – CONTRACT 2020-2021**

Following another year of programming, thank you for the invitation to continue to provide a School Garden Program for Oak Park Unified School District for the 2020-2021 school year. We are delighted to once again be considered as a service provider for this important program and look forward to our sixth year, continuing 'Growing with OPUSD' to support the education of compassionate and creative global citizens.

The scope of our proposed service provision is outlined below.

### SCOPE AND MANNER OF SERVICE PROVISION

#### LOCATION

The contract will be delivered at the following district campuses:

- Oak Park Neighborhood School
- Oak Hills Elementary
- Red Oak Elementary
- Brookside Elementary
- Medea Creek Middle School

#### SESSION BREAKDOWN

The contract will be divided into five sections as follows\*:

- 1) Program development including standards and curriculum aligned lesson planning and preparation (October – May) 120 hours total.

(Continued/)

- 2) Elementary grades 4&5 – Delivery of garden instruction and standards/curriculum aligned lessons, garden preparation and planting, culmination in a harvest related experience (October to December – 135 hours).
- 3) Elementary grades 2&3 - Delivery of garden instruction and standards/curriculum aligned lessons, garden preparation and planting, culmination in a harvest related experience (January to March – 135 hours).
- 4) Elementary grades TK-1 - Delivery of garden instruction and standards/curriculum aligned lessons, garden preparation and planting, culmination in a harvest related experience (March to May – 135 hours).
- 5) OPNS – Delivery of 1 hour of age appropriate garden instruction each week for 30 weeks, garden preparation and planting (October to May – 30 hours)
- 6) MCMS – Delivery of 45 mins instruction/supervision/mentoring of the MCMS Garden Club each week for 30 weeks and weekly activity preparation (October to May – 22.5 hours)

\*Due to current, necessary precautions relating to health, safety and wellness during the Covid-19 pandemic, 2eden studio will perform teaching duties remotely and broadcast lessons to students. Whilst this is challenging in terms of engagement, the upside is that more grades will have access to lessons delivered through Google Classrooms for more than one term throughout the year. 2eden studio will also continue to attend each campus weekly (following campus safety protocols) to prepare, plant and care for the school gardens and film lesson content so that students continue to feel connected to their school garden and the program at their campus. Clubs at MCMS and OPHS will also be able to access lessons delivered through Google Classrooms and 2eden studio will also attend the MCMS garden on a regular basis to prepare, plant and care for it. Finally, with small groups of students currently on campus in OPNS, 2eden studio will work with OPNS teachers to discuss delivery of garden activities for preschoolers within safety protocols.

## CONTENT

Specific content will be defined during lesson planning however provision will be aligned to Common Core and Next Generation Science Standards and prepared/delivered according to the direction of OPUSD's Director of Curriculum & Instruction. This year's theme will be Seed to Plate and focus on the entire planting, growing, caring, harvesting, preparing, consuming, preserving and storing process.

Additional services are available on request but are outside the scope of this contract.

## PAYMENT FOR SERVICES

Payment for services is requested as a three-payment plan based on each 3-month delivery window. The proposed payment schedule is as follows and invoices can be submitted up to 30 days in advance to allow for processing time:

3rd October 2020 - \$18,493.00  
9<sup>th</sup> January 2021 - \$18,493.00  
12<sup>th</sup> March 2021 - \$18,493.00

(Continued/)

TOTAL CONTRACT SERVICE PROVISION VALUE - \$55,479.00\*  
(2020-21 estimate includes 2019-20 CPI increase @ 2.3%)

**MATERIALS COSTS** - In addition to services provision, and as in previous years, budget allocation also identified for materials necessary to service the garden program. Materials costs include plants and seeds, project materials (taken home by students), containers for seeding, planting, materials for experiments, and miscellaneous purchases to replace worn items such as hose sprays, buckets and watering cans. Where possible, items are recycled and only recyclable items purchased, minimal plastics are used, and only organic and heirloom varieties purchased. Receipts for purchases are always provided. Donations are sourced where possible.

**MATERIALS BUDGET RECOMMENDATION** - \$1,000.00 per year (based on materials costs incurred over the past 4 years of program)

This year, in addition to the program materials budget provision, it is recommended that provision also be allocated for the following, which are key components in facilitating the program (though not considered part of this contract service provision or program materials allocation) but, we are more than happy to provide advice on necessary quantities, suitable products and best practices for healthy, sustainable, vegan, organic and chemical-free gardens.

- Compost and soil amendments for each planting bed of each of the school gardens

## 2EDEN STANDARD TERMS AND CONDITIONS

### Services from other vendors

All services and materials required from other vendors will be agreed directly by you with the vendor and payment made directly to the vendor and in accordance with the vendor's terms and conditions. 2eden design does not accept any responsibility for other service or materials providers or the services/materials provided by them. If requested, we do work hard however to connect you with vendors that have a great track record, previous experience relative to your project and have proven themselves in providing a quality service or product.

Discretionary design and planning approvals are not guaranteed as part of our service and sometimes result in a change of scope of work or design concept to satisfy the agenda of a committee or agency. Because of this, changes to the level and type of service provision as a result of discretionary reviews are not included in this estimate and the contract will need to be renegotiated and revised accordingly and in agreement with the service provider and Oak Park Unified School District.

Surveying, soils testing/geology reports, grading plan and environmental reports are not included as services provided by 2eden landscape design unless otherwise specified in writing.

### Estimate and compensation

Services described in the proposal will be provided and billed as the payment schedule outlined on page 2 of this contract, until the scope of work is complete or the client orders work to stop. Limitation of fees, if applicable, shall be described in the scope of work. At this stage, we estimate payment for services to be no more than \$55,479.00.

(Continued/)

Bills for services rendered and reimbursable expenses are included in this contract. Balances unpaid after thirty (30) calendar days will accrue interest from the date of invoice at the rate of one and one-half percent per month.

#### Termination

Either party may terminate this agreement with 21 days prior written notice. All fees accumulated up to the date of termination are due and payable.

#### Dispute resolution

The parties agree that, in the event of any dispute under the contract in which the amount sought is \$10,000.00 or less, any litigation to resolve the dispute shall be brought only in the Ventura County Small Claims Court. If the amount in dispute exceeds \$10,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. The cost of the mediator shall be borne equally by the parties. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration before a mutually agreed upon arbitrator. The prevailing party in the arbitration shall be entitled to the reimbursement of his/her attorney's fees and costs from the non-prevailing party. If the matter is settled at any time prior to the arbitrator's rendition of an award, each party shall bear its own costs and expenses, including attorney's fees, and the arbitrator's fees shall be borne equally by the parties.

#### Additional services

Additional services not in the scope of this agreement may be provided at the written direction of the client, at rates to be agreed in advance of provision. The client may request a written revision to the original agreement or an additional agreement for added services prior to commencing additional work.

#### Independent Contractor

It is expressly understood and agreed that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of District. Contractor further understands and agrees that he or she is an independent contractor and that the filing and acceptance of this declaration creates a rebuttable presumption of his or her status as an independent contractor and that, as such, Contractor or Contractor's employees are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance or any other benefit normally conveyed to District's employees. Contractor will be responsible for payment of all Contractor's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this agreement.

#### Insurance

Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering Contractor's services. All insurance shall be with an insurance company with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and authorized to conduct business in the State of California.

Required insurance coverage shall include: Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor. Such liability insurance shall provide a minimum coverage of \$1,000,000.

(Continued/)

Contractor shall furnish to District, prior to commencement of services under this Agreement, Certificates of Insurance as evidence of the coverage and limits stated above. Certificates of Insurance shall:

- A. Name the District as additional insured.
- B. Provide a minimum of 30 days advance written notice of cancellation or material changes.
- C. State that coverage afforded the District, as additional insured shall apply as primary and not excess to any insurance issued the District.

Indemnification

Contractor shall indemnify and hold harmless the District, its' officers, agents and employees from every claim or demand made, and every liability, loss, damages, or expense of any nature whatsoever, which may be incurred as a result of Contractor's performance under this agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, or agents who are directly employed by the District, and except for liability resulting from the active negligence of the District.

Thank you again for your interest in our school garden program provision. If you have any questions regarding this proposal, please don't hesitate to contact me by phone or email.

Sincerely,



Debra Leith  
Certified Landscape Designer & Master Gardener  
2eden studio – [design.garden.grow](http://design.garden.grow)





## CONTRACT FOR SERVICES RENDERED

This is a contract entered into by 2eden studio (hereinafter referred to as "the Provider") and Oak Park Unified School District (hereinafter referred to as "the Client") on this date \_\_\_\_\_.

The Provider's place of business is 5555 Fairview Place, Agoura Hills, CA 91301 and the Client's place of business is 5801 Conifer Ave, Oak Park, CA 91377.

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

Scope and Manner of Services – as described in pages 1&2 of the above contract. The Client shall pay the Provider for services rendered according to the Payment Schedule on page 2 of the above contract, within thirty (30) calendar days of the date on any invoice for services rendered from the Provider.

Should the Client fail to pay the Provider the full amount specified in any invoice within calendar days of the invoice's date, a late fee equal to 1.5% shall be added to the amount due and interest of percent per month shall accrue from the calendar day following the invoice's date.

## APPLICABLE LAW

This contract shall be governed by the laws of the County of Ventura in the State of California and any applicable Federal law.

## SIGNATURES

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

\_\_\_\_\_

(Printed Name of Client or agent)

\_\_\_\_\_

(Signature of Client or agent) (Date)

Debra Leith, 2eden design

(Printed Name of Provider or agent)

 10.19.20

(Signature of Provider or agent) (Date)



2eden studio

5555 Fairview Place, Agoura Hills, CA 91301  
818.635.7955. [www.2edenstudio.com](http://www.2edenstudio.com)

October 19, 2020

OPUSD  
Jay Greenlinger  
5801 East Conifer Street  
Oak Park  
CA 91377

Invoice # 0165

**SCHOOL GARDEN/OUTDOOR EDUCATION PROGRAM 2020-2021**

Contract Delivery (Block 1, October 2020-December 2020)	\$ 18,493.00
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<b>Total due</b>	<b>\$18,493.00</b>
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Payment terms – 30 days from date of invoice.  
1.5% interest per month for late payments/past 30 days.

Thank you.

2eden design studio  
(Please make checks payable to 2eden design)

**PLEASE MAIL PAYMENTS TO:**  
**2EDEN DESIGN**  
**5555 FAIRVIEW PL**  
**AGOURA HILLS**  
**CA 91301**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.2.c. AUTHORIZE MEASURE S PROJECT 20-23S HVAC UPGRADES DISTRICTWIDE**

ACTION

**ISSUE:** Shall the Board authorize Measure S Project 20-23S HVAC Upgrades Districtwide to be funded from the Measure S bond fund?

**BACKGROUND:** The Board of Education is respectfully requested to Authorize Measure S Project 20-23S, HVAC Upgrades Districtwide. One of the areas Oak Park Unified School District has focused on in creating healthy learning environments, is air quality in the classroom. This has been accomplished by ensuring that classrooms have fresh air. Since the COVID-19 pandemic, air quality has become one area of focus in re-opening schools. As a result, the District is bringing before the Board HVAC projects that have been identified to continue its goal of creating healthy learning environments and that help the District in meeting and exceeding guidance on indoor air quality. Below are identified projects for the Board's consideration:

**Tier 1 - \$186,071**

- Install 3 Economizers in OPHS B1, B3, B4, Stage, G8, and G Bldg. Hallways (\$24,548)
- Replace 2 Units in OPHS R16 and R17 (\$21,797)
- Replace 2 Units in Oak Hills R24 and R26 (\$21,797)
- Replace 3 Units in District Office Main Building (\$39,187)
- Replace 7 Units in Oak Hills Admin Building, Teachers' Lounge, MPR, Library, and Computer Lab (\$78,742)

**Tier 2 - \$139,233**

- Install 185 Ecobee Thermostats with Email-Notification Capability and 138 CO2 Sensors Districtwide (\$139,233)

**Tier 3 - \$55,793**

- Replace 9 Zone Controllers, Install 35 Ecobee Thermostats with Email-Notification Capability, and Install 35 CO2 Sensors in Administration Buildings at Red Oak, Oak Hills, and Medea (\$55,793)

As part of Assembly Bill No. 841 that was passed on August 31, 2020, to help entities accelerate meeting air quality standards and under the guidance of the District's energy consultants, KW Engineering, the District's costs to test, evaluate, and repair existing ventilation systems, as well add CO2 sensors and reporting to classrooms may be covered under this bill.

**FISCAL IMPACT:** The proposed project would be funded from the Measure S bond fund; however, the District will be applying for grants under Assembly Bill 841 for partial reimbursement.

**ALTERNATIVES:**

1. Authorize Measure S Project 20-23S, HVAC Upgrades Districtwide to be funded from the Measure S bond and identify Tiers to be completed.
2. Do not authorize this project.

Board of Education Meeting, November 17, 2020  
Authorize Measure S Project 20-23S HVAC Upgrades Districtwide

**RECOMMENDATION:**    Alternative No. 1

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

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

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

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.2.d. AUTHORIZE MEASURE S PROJECT 20-26S, MEDEA CREEK  
MIDDLE SCHOOL COMPUTER LAB APPLE IMAC REFRESH AND  
APPROVE RELATED EQUIPMENT PURCHASE**

ACTION

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**ISSUE:** Shall the Board Authorize Measure S Project 20-26S, Medea Creek Middle School Computer Lab Apple iMac Refresh and Approve Related Equipment Purchase?

**BACKGROUND:** The Board of Education is respectfully requested to Authorize Measure S Project 20-26S, Medea Creek Middle School Computer Lab Apple iMac Refresh and Approve Related Equipment Purchase. As part of the Technology Master Plan, the refresh of iMacs in the Medea Creek Middle School computer lab is marked to take place every six years, with the next refresh expected in the 2020-21 school year. The existing iMacs have been in service since 2014 and are reaching the limits of their ability to handle the latest software and operating system updates. This project is included in the Measure S Master Plan, as part of the technology budget.

Additional details are outlined in the Technology Resource Request that follows this report.

**FISCAL IMPACT:** Included in the Measure S Master Plan, the estimated cost of the iMacs is \$95,000.

**ALTERNATIVES:**

1. Authorize Measure S Project 20-26S, Medea Creek Middle School Computer Lab Apple iMac Refresh and Approve Related Equipment Purchases, not to exceed \$95,000.
2. Do not authorize project and approve purchases.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Enoch Kwok, Director, Educational Technology and Information Systems  
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	_____	_____	_____	_____

## **Technology Resource Request Form - MCMS Computer Lab (D-1) Refresh**

1) **Name of Administrator:** Enoch Kwok

2) **Date Submitted:** 11/4/2020

3) **Describe specific equipment and or software/service requested** (include quantities):

40 iMac Computers (A lab of 37 devices plus a few spares)

4) **Describe the program(s), grade levels, students, etc. impacted** by this technology acquisition and how it will be used to enhance instruction.

The computer lab in MCMS D-1 serves students in grades 6-8 in technology related courses including coding, video production, tech skills, tech investigations, etc.

5) **Describe any pre-existing resources, technologies,** that this technology will replace, refresh, or augment.

This is a refresh of iMacs that were originally purchased in 2014 and are now over six years old. The machines are showing their age and are reaching limits due to their memory, hard drive lifespan, and ability to run the latest operating systems. This refresh has already been mapped out and planned for in the Measure S technology expenditures plans for the 2020-21 school year.

For the January through June 2021 time frame, these machines will be issued to teachers at the secondary level to assist with Distance Learning/Hybrid learning activities. They will be collected over the summer and reinstalled in computer lab D-1 in preparation for the opening of traditional in person school in Fall 2021 provided the distance/hybrid learning mandates go away due to improved health conditions in the county.

6) **Provide an estimate of the total cost** of acquiring this technology resource.

\$95,000. The budget is already reflected in the Measure S spending plan for technology for the 2020-21 fiscal year.

7) **Identify who will be responsible to manage** and take care of this equipment once it is received and put into operation.

MCMS Computer Lab teacher in D-1 once

8) **What is the requested time frame** for acquiring these resources?  
December 2020.



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.2.e. APPROVE REVISED RESOLUTION 2020-08, AUTHORIZING THE INCREASE TO THE MAXIMUM AMOUNT OF BORROWING IN TAX AND REVENUE ANTICIPITATION NOTES FOR 2020-2021**

ACTION

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**ISSUE:** Shall the Board Approve Revised Resolution #2020-08 Authorizing the Increase to the Maximum Amount of Borrowing in Tax and Revenue Anticipation Notes for 2020-2021?

**BACKGROUND:** The District has historically participated in the CSBA Cash Reserve Program to issue a tax and revenue anticipation note (TRAN) to manage cash flow. On March 17, 2020, the Board authorized participation in a CSBA-sponsored TRAN for fiscal year 2020-21 with an identified maximum amount of borrowing of \$10,000,000. Due to additional deferrals announced by the Governor of California, the Board is asked to approve a revised Resolution 2020-08, authorizing the increase of the maximum amount of borrowing for 2020-21 from \$10,000,000 to \$15,000,000. It is expected that the District's participation in this program will minimize the need to borrow from other funds. The revised Resolution #2020-08 follows for the Board's review

**FISCAL IMPACT:** Based on funds received in 2019-20 (\$7,246,119), OPUSD can expect to pay approximately \$119,000 in interest.

**ALTERNATIVES:**

1. Approve Revised Resolution 2020-08, Authorizing the Increase to the Maximum Amount of Borrowing in Tax and Revenue Notes from \$10,000,000 to \$15,000,000.
2. Do not approve the revised Resolution 2020-08

**RECOMMENDATION:** Alternative No. 1. This will allow Administration to proceed to the next step in the process and take part in this beneficial program. The District is not obligated to participate as a result of resolution adoption. The Resolution simply delegates to the administration the right to decide on participation at the time of pricing when the interest cost and reinvestment rates are known.

Prepared by: Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

Board of Education Meeting, November 17, 2020  
Approve Revised Resolution 2020-08, Authorizing the Increase  
to the Maximum Amount of Borrowing in Tax and Revenue Notes  
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	_____	_____	_____	_____

**THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.**

**DISTRICT RESOLUTION**

**NAME OF DISTRICT: OAK PARK UNIFIED SCHOOL DISTRICT\***

**LOCATED IN: COUNTY OF VENTURA**

**ORIGINAL NOTE RESOLUTION ADOPTION DATE: March 17, 2020**

**ORIGINAL MAXIMUM AMOUNT OF BORROWING: \$10,000,000**

**SERIES A PRINCIPAL AMOUNT: \$5,845,000**

**SERIES A ISSUANCE DATE: August 11, 2020**

**INCREASED MAXIMUM AMOUNT OF BORROWING: \$15,000,000**

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING AN INCREASE TO MAXIMUM AMOUNT OF BORROWING OF FUNDS FOR FISCAL YEAR 2020-2021 AND AUTHORIZING THE ISSUANCE AND SALE OF AN ADDITIONAL SERIES OF 2020-2021 TAX AND REVENUE ANTICIPATION NOTES THROUGH THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF ADDITIONAL NOTES**

**WHEREAS**, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

**WHEREAS**, on the Original Note Resolution Adoption Date set forth above, the governing board (the "Board") determined, pursuant to a resolution (the "Original Note Resolution") that, in order to satisfy certain obligations and requirements of the school district,

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\*\* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

community college district or county board of education specified above (the “District”), a public body corporate and politic located in the County designated above (the “County”), it was desirable that a sum (the “Principal Amount”), not to exceed the Original Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2021 (“Fiscal Year 2020-2021”) by the issuance of its 2020-2021 Tax and Revenue Anticipation Notes (the first series of which has been issued and shall be referred to herein as the “Series A Notes” and any subsequent series of which shall be referred to herein as “Additional Notes,” and collectively with the Series A Notes, the “Notes”), in one or more series (each a “Series”), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2020-2021 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District (capitalized undefined terms used in this Supplemental Resolution shall have the meanings ascribed thereto in the Original Note Resolution); and

**WHEREAS**, on the Series A Issuance Date set forth above, the District issued the Series A Note in the Series A Principal Amount set forth above; and

**WHEREAS**, the Original Note Resolution provides that the District (or the County on its behalf, as applicable) may at any time issue pursuant to the Original Note Resolution one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to certain specific conditions set forth in Section 2(B) of the Original Note Resolution; and

**WHEREAS**, the Original Note Resolution provides that, whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to the Original Note Resolution, the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Original Maximum Amount of Borrowing authorized by the Original Note Resolution, the District shall adopt a Supplemental Resolution amending the Original Note Resolution to increase the Original Maximum Amount of Borrowing as appropriate; and

**WHEREAS**, the District desires to issue, pursuant to the Original Note Resolution, a Series of Additional Notes in a Series Principal Amount which, when added to the Series A Principal Amount, would exceed the Original Maximum Amount of Borrowing authorized by the Original Note Resolution; and

**WHEREAS**, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District’s behalf, said Series Principal Amount by the issuance of the Series of Additional Notes; and

**WHEREAS**, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Series of Additional Notes within the time period specified in said Section 53853, following receipt of this Supplemental Resolution, and

the Series of Additional Notes are issued in conjunction with tax and revenue anticipation notes of other Issuers within the meaning of Section 53853 of the Act, the District may issue the Series of Additional Notes in its name pursuant to the Original Note Resolution as supplemented by terms stated herein; and

**WHEREAS**, it appears, and this Board hereby finds and determines, that said Series Principal Amount of the Series of Additional Notes, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2020-2021 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of the Series of Additional Notes and the interest thereon;

**NOW, THEREFORE**, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Increased Maximum Amount of Borrowing. The Original Note Resolution is hereby amended to increase the Original Maximum Amount of Borrowing set forth in the Original Note Resolution to the Increased Maximum Amount of Borrowing designated above.

Section 3. Issuance of Series B Notes. In accordance with the Original Note Resolution, this Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, solely for the purpose of anticipating the receipt by or accrual to the District during Fiscal Year 2020-2021 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the Pricing Confirmation for the Series of Additional Notes authorized hereby, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of a Series of Additional Notes under Sections 53850 *et seq.* of the Act and to be designated generally as the District's "2020-2021 [Subordinate] \*\* Tax and Revenue Anticipation Notes, Series B" (referred to herein as the "Series B Notes"). The Series B Notes shall be issued in a Series Principal Amount which, when added to the Series A Principal Amount, shall not exceed the Increased Maximum Amount of Borrowing designated above. If the conditions of the Original Note Resolution are met, the Series B Notes may be issued as Senior Notes. If not issued as Senior Notes, the Series B Notes shall be issued as Subordinate Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Series B Notes within the time period specified in Section 53853 of the Act,

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\*\*\*\* The Series of Additional Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

following receipt of this Supplemental Resolution, this Board hereby authorizes issuance of the Series B Notes, in the District's name pursuant to and in accordance with the Original Note Resolution as supplemented by the terms stated in this Supplemental Resolution. The Series B Notes shall be issued in conjunction with the note or notes of one or more other Issuers as part of the California School Cash Reserve Program (the "Program") and within the meaning of Section 53853 of the Act.

Section 4. Sale of Series B Notes. The Series B Notes shall be sold under the Bond Pool Structure authorized in the Original Note Resolution, to the California School Cash Reserve Program Authority (the "Authority") in accordance with the Original Note Resolution. Each Authorized Officer is hereby authorized and directed, during the period commencing on the date of adoption of this Supplemental Resolution and ending on June 15, 2021, to execute and deliver the Pricing Confirmation applicable to the Series B Notes on a date within five (5) days (or such longer period of time as agreed by the Authority) of the negotiation of the interest rate or rates and the purchase price to be paid for the Series B Notes in accordance with Section 4 of the Original Note Resolution.

Section 5. Preliminary Official Statement and Official Statement. Each Authorized Officer is hereby authorized and directed to provide Piper Sandler & Co., as underwriter for the Program (the "Underwriter") with such information relating to the District as the Underwriter shall reasonably request for inclusion in the preliminary official statement (the "Preliminary Official Statement") and official statement of the Authority relating to the Series of Pool Bonds to which the Series B Notes will be assigned. If, at any time prior to the execution of the Pricing Confirmation for the Series B Notes, any event occurs as a result of which the information contained in the Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Section 6. Effect of Supplemental Resolution. The Original Note Resolution is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented by the terms stated in this Supplemental Resolution, including the authority granted to the Authorized Officers named therein to take all actions therein authorized with respect to a Series of Additional Notes.

Section 7. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

## RESOLUTION CERTIFICATE

I, Dr. Tony Knight, Secretary of the Governing Board of the Oak Park Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Oak Park Unified School District duly and regularly conducted on the 17th day of November, 2020 in accordance with law, including in accordance with Executive Order N-29-20, signed by the Governor of the State of California on March 17, 2020, and entered in the minutes thereof, of which meeting all of the members of the Governing Board had due notice and at which a quorum thereof was acknowledged, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

An agenda of said meeting was posted at least 72 hours before said meeting 5801 Conifer Street, Oak Park California, a location freely accessible to members of the public, and on the website, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in the administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Increased Maximum Amount of Borrowing specified in the foregoing resolution is \$15,000,000.

Dated: \_\_\_\_\_, 2020

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Dr. Tony Knight  
Secretary of the Governing Board  
of the Oak Park Unified School District

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.2.f. APPROVE REVISED CORONAVIRUS RELIEF EXPENDITURES**

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DISCUSSION/ACTION

**ISSUE:** Shall the Board of Education approve revised Coronavirus Relief expenditures as recommended by Administration?

**BACKGROUND:** At the August 5, 2020 meeting, the Board approved the Oak Park Unified School District's plan for Coronavirus relief expenditures. At that time, the District allocated portions of these funds to pay for yearlong positions. Since approving these planned expenditures, the federal portion (\$1,010,241) known as the *Coronavirus Relief Funds* (CRF) has maintained their December 30, 2020 timeline to expense all funds. As a result, the District has had to revisit its expenditure plan, making adjustment to account for the fact that the CRF portion could not be used to pay for the positions within the expenditure plan beyond December.

Included in this discussion at the meeting will be Administration's recommendations for how to reallocate Coronavirus relief resources.

**FISCAL IMPACT:** Upon the Board's approval, the adjusted expenditure plan will be reflected in the District's 2020-21 operating budget.

**ALTERNATIVES:**

1. Approve Administration's recommendations for allocating Coronavirus resources.
2. Do not approve Administration's recommendations.

**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	_____	_____	_____	_____



## Updated Coronavirus Spending Plan

Coronavirus Relief Funds	Allocations
<b>Learning Loss Mitigaion Funds</b>	
CRF (**Expense by December 30, 2020**)	\$ 1,010,241.00
GEER (Expense by September 30, 2022)	\$ 145,824.00
Prop98: LCFF (Expense by September 30, 2022)	\$ 335,321.00
<b>Total Learning Loss Mitigaion Funds</b>	<b>\$ 1,491,386.00</b>
<b>Other Coronavirus Relief Funds</b>	
State Funds (SB117): Expense by June 30, 2020	\$ 76,957.00
ESSER (Expense by September 30, 2022)	\$ 70,938.00
<b>Total Other Coronavirus Relief Funds</b>	<b>\$ 147,895.00</b>
<b>Total Coronaviruse Relief Funds: OPUSD</b>	<b>\$ 1,639,281.00</b>
<b>Updated Plan</b>	
<b>Learning Loss Mitigation (CRF)</b>	
PPE (Actual 2020-21)	\$ 198,402.35
Icreased FTE OPIS (To December)	\$ 188,511.82
Elementary IAs (To December)	\$ 149,517.76
Counselors 2 FTE (To December)	\$ 130,453.50
Counselor on Special Assignment (To December)	\$ 77,098.23
Future PPE (2020-21)	\$ 56,799.00
Books (4100)	\$ 52,723.07
Extended Care Director (To December @ 50%)	\$ 42,620.00
Equipment (Actual)	\$ 39,539.37
Nurse .5 FTE (To December)	\$ 26,011.46
Future Technology	\$ 18,094.00
Preschool SPED IA (To December)	\$ 9,623.65
Other Operating Expenses/Google Enterprises (5820)	\$ 8,491.28
Extended Summer School (SPED) July	\$ 6,249.03
Increase Hourly to OPIS Classified (To December)	\$ 2,842.71
Transfer to Fund 13 (CNS) Equipment	\$ 2,424.34
Hotspot Service (5900)	\$ 840.00
<b>Total Learning Loss (CRF): ***Expense by December 30, 2020***</b>	<b>\$ 1,010,241.57</b>
<b>Learning Loss Mitigation (GEER)</b>	
Counselor on Special Assignment (After December)	\$ 65,177.77
Nurse .5 FTE (After December)	\$ 26,011.46
2 Technology Assistant Techs @ .46875 FTE (December 14 - May	\$ 20,595.58
1 Health for Staff Testing @ .46875 FTE (December 14 - May 31)	\$ 10,297.79
Transfer to CNS Rentals (Freezer)	\$ 7,500.00
Liability Insurance	\$ 6,264.00
Future PPE (2020-21)	9977.41
<b>Total Learning Loss (GEER): Expense by September 30, 2022</b>	<b>\$ 145,824.00</b>
<b>Learning Loss Mitigation (Prop98)</b>	
Elementary IAs (After December)	\$ 159,834.90
Icreased FTE OPIS (After December)	\$ 190,423.92
<b>Total Learning Loss (Prop 98): Expense by September 30, 2022</b>	<b>\$ 350,258.82</b>
<b>Total Learning Loss Mitigation (All 3)</b>	<b>\$ 1,506,324.39</b>
<b>Other Coronavirus Funds</b>	
<b>SB117</b>	
PPE (2019-20)	\$ 11,836.85
Counselor Summer Hourly	\$ 4,016.69
Transfer to CNS (2019-20)	\$ 61,103.29
<b>Total SB117: Expense by June 30, 2020</b>	<b>\$ 76,956.83</b>
<b>ESSER</b>	
Potential Additional Technology	\$ 55,999.78
<b>Total ESSER: Expense by September 30, 2022</b>	<b>\$ 55,999.78</b>
<b>Total Other Coronavirus Expenditures</b>	<b>\$ 132,956.61</b>
<b>Total Planned Coronavirus Relief Expenditures (LLM + Other)</b>	<b>\$ 1,639,281.00</b>
<b>Unallocated Coronavirus Relief Funds</b>	<b>\$ (0.00)</b>
<b>Additional Costs as a Result of COVID</b>	
Guest Teacher for Teachers on D/L (Potential)	\$ 143,500.00
Campus Supervisor Additional (Additional 7.13 FTE)	\$ 117,804.42
Health Services Tech (3 @ .46875 FTE)	\$ 26,969.74
Custodians (5 @ .375 FTE)	\$ 49,070.62
<b>Total</b>	<b>\$ 337,344.78</b>

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.2.g. APPROVE RE-APPOINTMENT OF AN OAK PARK CITIZENS' OVERSIGHT COMMITTEE MEMBER AND AUTHORIZE RECRUITMENT PROCESS OF NEW MEMBER FOR THE 2020-22 TERM**

ACTION

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**ISSUE:** Shall the Board of Education approve the re-appointment of a member of the Oak Park Citizens' Oversight Committee (OPCOC) and authorize a recruitment process for a new member for the 2020-22 term of the OPCOC?

**BACKGROUND:** At the end of the 2019-20 school year two members, completed their two-year term, and were eligible to serve two additional term. One member indicated his desire to continue to serve a third two-year term from 11/17/2020 to 11/16/2022. The other member resigned during their second term. As specified in the OPCOC bylaws, the members are eligible for reappointment by the Board for up to three two-year terms.

It is recommended that the Board approve the re-appointment of Ty Avendano for a third two-year term and authorize a recruitment process for filling the one vacancy for the 2020-22 term.

In its most recent process for recruitment and appointment, the Board elected to advertize for qualified candidates and accept applications for membership. A Board sub-committee was appointed to paper-screen and interview candidates, and to return a recommendation for OPCOC appointments to the full Board for its action. Both effective and efficient, it is recommended that the Board continue this process. The precise timing of the recruitment and selection will be discussed at this evening's meeting, with a goal of appointing the new members not later than the Board's December meeting.

**FISCAL IMPACT:** None

**ALTERNATIVES:**

1. Approve the reappointment of Ty Avendano to serve as OPCOC member for a third final term from 11/17/2020 to 11/16/2022, and thank outgoing member Durga Kosaraju for her years of service.
2. Approve advertizing for qualified candidates and accept applications for OPCOC membership for the 2020-22 term.
3. Appoint a Board sub-committee to paper-screen and interview candidates, and return a recommendation for OPCOC appointments for Board action.
4. After discussion, identify and implement an alternate recruitment and selection process.

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

Prepared by: Adam Rauch, Assistant Superintendent, Business and Administrative Services

Board of Education Meeting, November 17, 2020

Approve the re-appointment of a member of the OPCOC and authorize  
a recruitment process for a new member for the 2020-22 term of the OPCOC

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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 17, 2020**

**SUBJECT: B.3.a. REVIEW AND DISCUSS THE STUDENT DATA RELATED TO  
PLACEMENT IN MATHEMATICS COURSES**

INFORMATION/DISCUSSION

---

**ISSUE:** Review and Discuss student data related to placement in Mathematics courses?

**BACKGROUND:** Board Policy 6152.1 Placement in Mathematics Courses requires that the Board shall annually review student data related to placement in mathematics courses offered at district 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, and shall develop strategies for removing any identified barriers to students' access to mathematics courses. The report shall also include the percentage of district students who have successfully completed mathematics courses that satisfy the requirements for entrance to the University of California and the California State University. The summary document with the math placement data for students in mathematics courses in grades 7-12 at Oak Park USD follows for the Board's review.

**FISCAL IMPACT:** None

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

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

### Class Placement Data Notable Data Points

\*Percentages in each column indicate the percentage of students from that grade level who are enrolled in a particular math course. One year and two-year changes represent the difference in those percentages from previous years.

#### Middle school

- Algebra and Geometry enrolled at higher numbers over two years (**4.12%** & **4.5%**)
- Special Education students higher enrollment in Algebra Introductions since last year, due to elimination of Math 8 (**19.05%**)

#### High School

##### 9th Grade

- Algebra 1A down (**9.42%**)
- Higher Special Education enrollment in Algebra 1A (**26.79%**)

##### 10th grade

- Higher enrollment in Alg IIH over two years (**7.5%**)

##### 11th Grade

- Slight shift from Stats CP to Stats AP (**2.53%**)
- Increase in Math Analysis and Math Analysis H (**9.58%** & **.57%**)

##### 12th Grade

- Overall increase in AP Calc enrollment over two years (**5.31%**)
- Increased enrollment in AP Calc Ab (**10.38%**)
- Overall increase in Statistics enrollment over two years (**4.85%**)
- Increased enrollment in AP Statistics over two years (**8.86%**)

#### Special Education

Increase in students enrolled in Algebra II

### Math Level Changes Notable Data Points

-Last year, there were 13 moves 'Up' and 12 moves 'Down.' This year, there were 20 moves 'Up' and 5 moves 'Down.'

-A total of 5 students moved up from Algebra 1A or 1B. No students moved down from Algebra 1 to 1A or 1B.

-The 5 students to move 'Down' went from an H or AP level to a CP level of the same course.

-There is a tab called 'Drops Only' which gives context for students who dropped a math course without adding a replacement math course.

### **Enrollment Percentages by Ethnicity** OPHS

This document compares the enrollment, by school, of each math course by ethnicity. The percentages of enrollment in each course are compared to the overall ethnicity at each school. A difference of greater than 10% is highlighted to indicate over or under representation.

### **2020-2021 Percentage of students, by Ethnicity** MCMS

This document shows the enrollment in all math courses by ethnicity. Where the enrollment of a particular ethnicity differs from the overall enrollment of that ethnicity by 10% or greater, the cell is highlighted. There are some ethnicities that have very low number of enrollments overall, so those discrepancies are not highlighted (i.e. when fewer than a handful of students can dramatically skew the enrollment percentages). Compared to last year, there are generally similar enrollment patterns.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.3.b. APPROVE ADDITIONAL INSTRUCTIONAL MATERIAL FOR OAK PARK HIGH SCHOOL'S 9<sup>TH</sup> GRADE ENGLISH 1 COURSE**

ACTION

**ISSUE:** Shall Oak Park High School add to its 9<sup>th</sup> Grade English 1 course "*Crossover*" by Kwame Alexander?

**BACKGROUND:** Oak Park High School (OPHS) would like to add an additional instructional material to its 9<sup>th</sup> Grade English 1 course. OPHS feels it is necessary to add this book as it is a diverse literary piece that will allow students to explore their inner and outer selves as they write their own personal narratives. A description is provided for the Board's reference. This additional instructional material is being recommended by the OPHS English Department and the Curriculum Council, who unanimously approved to recommend the use of this instructional material at its November 3, 2020 meeting.

**FISCAL IMPACT:** The estimated cost of a class set is \$3,000. Funding source is the Lottery Funds and is included in the 2020-21 adopted budget.

**ALTERNATIVES:** 1. Approve additional instructional material for OPHS's 9<sup>th</sup> grade English 1 Course  
2. Do not approve the additional instructional material

**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.	_____	_____	_____	_____

**English Department Requests for Approval  
Curriculum Council ~ November 2020**

**English I- 9th Grade**

*Crossover* by Kwame Alexander

**Book Description and Accolades:**

From Amazon: "With a bolt of lightning on my kicks . . . The court is SIZZLING. My sweat is DRIZZLING. Stop all that quivering. 'Cuz tonight I'm delivering," raps twelve-year-old Josh Bell. Thanks to their dad, he and his twin brother, Jordan, are kings on the court. But Josh has more than basketball in his blood—he's got mad beats, too, which help him find his rhythm when it's all on the line.

As their winning season unfolds, things begin to change. When Jordan meets a girl, the twins' bond unravels. Told in dynamic verse, this fast and furious novel that started it all absolutely bounces with rhythm and bursts with heart."

From Back Cover: "Basketball phenom Josh Bell and his twin brother, Jordan, are kings of the court, with crossovers that make even the toughest ballers cry. But when Jordan meets the new girl in school, the twins' bond unravels. Basketball and brotherhood intertwine to show Josh and Jordan that life doesn't come with a playbook and, sometimes, it's not about winning.

***New York Times* bestseller \* A Washington Post Best Book of 2014 \* New York Public Library Best Book of 2014 \*Chicago Public Library Best Book of 2014 \*Newbery Medal Winner \*Coretta Scott King Honor Award \*2015 YALSA 2015 Top Ten Best Fiction for Young Adults \*2015 YALSA Quick Picks for Reluctant Young Adult Readers \*Publishers Weekly Best Book \*School Library Journal Best Book\* Kirkus Best Book \*An ALA Notable Book\* Lee Bennett Hopkins Poetry Award Winner \*2015 Paterson Prize for Books for Young People \***

"A beautifully measured novel of life and line."—*The New York Times Book Review*

**Rationale:**

*Crossover*, in conjunction with *The House on Mango Street* will be taught in the Autobiographical Unit. Both novels explore the human story and the human heart; one offering the female perspective, and the other offering the male perspective. Topics include: coming of age, family, community, loss of innocence, identity, and adolescent feelings. Both diverse literary pieces (Latinx and Black) allow our students to explore their inner and outer selves as they write their own personal narratives.



**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 17, 2020**

**SUBJECT: B.3.c. APPROVE ADDITIONAL INSTRUCTIONAL MATERIAL FOR OAK PARK HIGH SCHOOL'S 10<sup>TH</sup> GRADE ENGLISH II COURSE**

**ACTION**

**ISSUE:** Shall Oak Park High School add to its 10<sup>th</sup> Grade English II course "*Farewell to Manzanar*" by Jeanne Wakatsuki Houston?

**BACKGROUND:** Oak Park High School School (OPHS) would like to add an additional instructional material to its 10<sup>th</sup> Grade English II course. OPHS feels it is necessary to add this book as there are presently no female writes or voices in the 10<sup>th</sup> grade curriculum and most of the 10<sup>th</sup> grade curriculum centers around the world history and this memoir fits into the World War II era. A description is provided for the Board's reference. This additional instructional material is being recommended by the OPHS English Department and the Curriculum Council, who unanimously approved to recommend the instructional material at its November 3, 2020 meeting.

**FISCAL IMPACT:** The estimated cost of a class set is \$2,000. Funding source is the Lottery Funds and is included in the 2020-21 adopted budget.

**ALTERNATIVES:** 1. Approve additional instructional material for OPHS's 10<sup>th</sup> grade English II Course  
2. Do not approve the additional instructional material

**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.	_____	_____	_____	_____

**English Department Requests for Approval  
Curriculum Council ~ November 2020**

**English II- 10th Grade**

*Farewell to Manzanar* by Jeanne Wakatsuki Houston as a supplemental text in the spring semester of 2021.

**Novel blurb:**

During World War II a community called Manzanar was created in the high mountain desert country of California. Its purpose was to house thousands of Japanese Americans. Among them was the Wakatsuki family, who were ordered to leave their fishing business in Long Beach and take with them only the belongings they could carry. Jeanne Wakatsuki Houston, who was seven years old when she arrived at Manzanar in 1942, recalls life in the camp through the eyes of the child she was.

First published in 1973, this new edition of the classic memoir of a devastating Japanese American experience includes an inspiring afterword by the authors.

**Rationale:**

Presently, there are no female writers or voices in the 10th grade curriculum and this memoir would address that. The curriculum in the 10th grade centers primarily around world history and this memoir fits into the World War II era, outlining the experiences of some Japanese Americans in America during that time. Its topics and themes correlate to *Night* by Elie Wiesel, also taught in 10th grade. The memoir is highly accessible for CP students from a literary standpoint and the writing style represents the best in American literary voices and literature.

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 17, 2020**

**SUBJECT: B.3.d. APPROVE ADDITIONAL INSTRUCTIONAL MATERIAL FOR OAK PARK HIGH SCHOOL'S 12<sup>TH</sup> GRADE ENGLISH IV COURSE**

**ACTION**

**ISSUE:** Shall Oak Park High School add to its 12<sup>th</sup> Grade English IV course "*The Reluctant Fundamentalist*" by Mohsin Hamid?

**BACKGROUND:** Oak Park High School School (OPHS) would like to add an additional instructional material to its 12<sup>th</sup> Grade English IV course. OPHS feels it is necessary to add this book because it addresses crucial current issues such as ethnic profiling, immigration, and the myth of American exceptionalism-- all through use of advanced frame devices and a cutting-edge metafictional narration style. It is especially important that this novel represents the South Asian experience since a notable percentage of our school's population shares the author's roots. A description is provided for the Board's reference. This additional instructional material is being recommended by the OPHS English Department and the Curriculum Council, who unanimously approved to recommend the instructional material at its November 3, 2020 meeting.

**FISCAL IMPACT:** The estimated cost of a class set is \$1,047. Funding source is the Lottery Funds and is included in the 2020-21 adopted budget.

**ALTERNATIVES:**

1. Approve additional instructional material for OPHS's 12<sup>th</sup> Grade English IV course
2. Do not approve the additional instructional material

**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.	_____	_____	_____	_____

**English Department Requests for Approval  
Curriculum Council ~ November 2020**

**English IV Honors- 12th Grade**

*The Reluctant Fundamentalist* by Mohsin Hamid for second semester, starting Spring 2022.

**Novel blurb:**

“At a café table in Lahore, a bearded Pakistani man converses with an uneasy American stranger. As dusk deepens to night, he begins the tale that has brought them to this fateful encounter . . .

Changez is living an immigrant’s dream of America. At the top of his class at Princeton, he is snapped up by an elite valuation firm. He thrives on the energy of New York, and his budding romance with elegant, beautiful Erica promises entry into Manhattan society at the same exalted level once occupied by his own family back in Lahore. But in the wake of September 11, Changez finds his position in his adopted city suddenly overturned, and his relationship with Erica shifting. And Changez’s own identity is in seismic shift as well, unearthing allegiances more fundamental than money, power, and maybe even love.”

**Rationale:**

Hamid’s modern, highly accessible, and critically acclaimed novel explores the Middle Eastern American experience in a post 9/11 world. Shortlisted for the Man Booker Prize in 2007, nominated by *The Guardian* and BBC news as one of the 100 most influential books of all time, and increasingly taught to college freshman and upper high school students across the country, *The Reluctant Fundamentalist* addresses crucial current issues such as ethnic profiling, immigration, and the myth of American exceptionalism-- all through use of advanced frame devices and a cutting-edge metafictional narration style. It is especially important that this novel represents the South Asian experience (Hamid is British-Pakistani), since a notable percentage of our school’s population shares Hamid’s roots. Nowhere else in our high school curriculum do students read a text from this cultural and racial perspective. In conjunction with Honors English IV’s larger literary theory curriculum, Hamid’s book naturally lends itself to the postcolonial critical lens, which examines “us versus them” cultural binaries within economics, politics, culture, and religion as reinforced by vestiges of colonial power structures. Thus, the content, literary structure, and the critical theory with which the novel pairs will appropriately challenge and engage Senior Honors students as analytical readers as well as empathetic thinkers.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.4.a. APPROVE COVID-19 TESTING AGREEMENT FOR EMPLOYEES WITH QUEST DIAGNOSTICS FOR 2020-2021**

ACTION

**ISSUE:** Shall the Board approve an agreement with Quest Diagnostics for conducting COVID-19 testing of employees who have District provided Health Insurance for 2020-2021?

**BACKGROUND:** Oak Park Unified School District and Quest Diagnostics seek to enter into an agreement to establish at home COVID-19 testing for employees covered by the District's health insurance. Quest Diagnostics agrees to perform the Molecular SARS-CoV-2 (Nucleic Acid Amplification Test/NAAT) of 25% of district employees biweekly. The CDPH recommends that school districts test staff periodically. Examples of recommended frequency include testing of all staff over two months, where 25% of staff are tested every two weeks to rotate testing of all staff over time.

Quest Diagnostics professional services will include the following:

- One (1) sample collection kit per Test
- Physician order of test(s)
- Training for Eligible Individuals on how to collect samples
- Mailing back instructions via US Mail
- Lab processing

Reporting of Results:

- Results will be reported directly to Eligible Individuals;
- Results will be reported directly to the District's Human Resource Department and will be confidential to comply with FERPA and HIPAA requirements, and any reports of positive cases would be completely anonymous.

The agreement is included for the Board's review.

**FISCAL IMPACT:** Quest Diagnostics will bill the District provided health insurance for the testing service rendered pursuant to this Agreement as long as the District follows the frequency recommended by CDPH of testing all staff over two months, where 25% of staff are tested every two weeks to rotate testing of all staff over time.

**ALTERNATIVES:**

1. Approve the agreement with Quest Diagnostics for conducting COVID-19 testing of employees who have District provided Health Insurance for 2020-2021.
2. Do not approve the agreement.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Stew McGugan, Assistant Superintendent, Human Resources  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Board of Education Meeting, November 17, 2020  
Approve agreement with Quest Diagnostics for conducting  
COVID-19 testing of employees who have District Health Insurance for 2020-2021  
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	_____	_____	_____	_____

**MASTER SERVICE AGREEMENT  
FOR QUEST DIAGNOSTICS POPULATION HEALTH  
QUEST DIAGNOSTICS HEALTH & WELLNESS LLC ("QUEST DIAGNOSTICS")**

<b>District Name</b>	<input checked="" type="checkbox"/> Oak Park Unified School District
<b>District Code</b>	2222
<b>Term of the Agreement</b> This Agreement shall be in effect for twelve (12) months from the Effective Date and shall renew for an additional twelve (12) month Term, unless either party terminates at least 60 days prior to the end of the Term or in accordance with the Termination provision set forth herein.	Effective Date: 11/1/2020
<b>Customer Contact/Title</b>	<a href="#">Click here to enter text.</a>
<b>Customer Street Address</b>	<a href="#">Click here to enter text.</a>
<b>City State, Zip</b>	<a href="#">Click here to enter text.</a>
<b>Phone Number</b>	<a href="#">Click here to enter text.</a>
<b>Email Address</b>	<a href="#">Click here to enter text.</a>
<b>DataLink™</b> <i>Electronic delivery of identifiable personal health data via a data feed to a third-party Business Associate(s) at the request of, and on behalf of, Customer in accordance with DataLink™ section set forth herein.</i>	<input type="checkbox"/> Data feed is not required.
	<input checked="" type="checkbox"/> Data feed to one Business Associate in Quest Diagnostics standardized specifications.
	<input type="checkbox"/> Data feed to multiple Business Associates in Quest Diagnostic's standardized specifications (\$3,500 fee per each additional feed requested)

**DataLink™:** Customer has requested Quest Diagnostics to release and transmit participant test results or other Personal Health Information (the "Data") to an authorized district representative "Authorized Party") as described in a Participant HIPAA Authorization. Data will be provided in one or more files, format and frequency to be mutually agreed upon. As part of Customer's direction to Quest Diagnostics to send Data to an Authorized Party, Customer represents and warrants that:

- (I) access to the Data by Customer's Authorized Party will be limited to only those persons who require access to the Data for the proper performance of their duties,
- (II) any Authorized Party receiving the Data per Customer's request has contractually agreed to comply with HIPAA and other Applicable Laws with respect to the Data,
- (III) For the avoidance of doubt, Customer, as well as any Authorized Party, may not sell or otherwise commercialize the Data.
- (IV) Additional Terms of Service for DataLink™
  - (i) Customer will complete a DataLink™ Interface Request during implementation.

DISTRICT: OAK PARK UNIFIED SD

QUEST DIAGNOSTICS  
HEALTH & WELLNESS LLC

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

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

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

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

**11/17/2020**

Print Name: Steve Laczynski

Title: President – Population Health

**11/17/2020**



## California's Valued Trust SARS-CoV-2 (COVID-19) Testing Option through Quest Diagnostics

- This program will launch **November 1, 2020**
- The molecular test for SARS-CoV-2 (the virus that causes COVID-19) is a nucleic acid amplification test (NAAT).
- The Quest Diagnostics Direct-Mail program allows employees to self-collect their sample in the safety of their home. Alternatively, districts can choose to have all participant self-collection kits shipped to the district office.
- The employee self-collects with a swab that only goes ½ an inch inside each nostril. The employee ships their sample back to Quest Diagnostics via the pre-paid FedEx mailer.  
[Here is a video on the process and what the employee can expect.](#)
- COVID-19 test results are available within approximately 2 days from the date the sample is collected. Employees can retrieve their results from the Quest Diagnostics site.
- If desired, Quest Diagnostics can send test results to a HIPAA-authorized employee at each district. The results file is sent via secure encrypted email. Districts will enter a 1-page data sharing agreement with Quest Diagnostics. Districts will obtain consent from their employees.
- All employees with COVID-19 positive results will receive a call from a physician to walk through the result with the employee and answer questions.
- Quest Diagnostics requires an eligibility file provided by the district to ship the COVID-19 self-collection kit to identified employees captured on the eligibility file.
- Quest Diagnostics will invoice CVT for employees covered by a CVT health plan. CVT will pay for one test per covered employee once every two months.
- If a district wishes to use this process to test employees not covered by a CVT health plan, Quest Diagnostics will bill the district \$115 for each test.
- This program is available to K-12 School Districts.

Your Quest Diagnostics contact is [Ryan.g.vanhorn@questdiagnostics.com](mailto:Ryan.g.vanhorn@questdiagnostics.com). Please contact Ryan if you are interested in participating in this program, and he will guide next steps.

Note: Diagnostic tests assess the presence of the virus at a given point in time. A negative means only that an individual was negative at the time the test.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.4.b. APPROVE COVID-19 TESTING AGREEMENT FOR EMPLOYEES WITH CURATIVE LABS INC. FOR 2020-2021**

ACTION

**ISSUE:** Shall the Board approve an agreement with Curative Labs Inc. for conducting COVID-19 testing of employees who do not have district provided Health Insurance for 2020-2021?

**BACKGROUND:** Oak Park Unified School District and Curative Labs Inc. seek to enter into an agreement to establish COVID-19 testing for employees who are not covered by the District's health insurance. Curative Labs Inc., agrees to perform the molecular test, using the polymerase chain reaction (PCR) mouth swab technique. Tests will be self-administered at Oak Park Unified school sites under the supervision of school site health technician. As part of our staff testing protocol, Curative Labs Inc., will be used to meet the state mandate for our staff who are not covered under district provided health care and for all staff, on a voluntary basis and as encouraged by the district, to exceed the State Mandate.

Reporting of Results:

- Results will be reported directly to Eligible Individuals;
- Results will be reported directly to the District's Human Resource Department and will be confidential to comply with FERPA and HIPAA requirements, and any reports of positive cases would be completely anonymous.

The agreement is included for the Board's review.

**FISCAL IMPACT:** No fiscal impact. As part of the California Mandate, Curative Labs Inc. will submit any uninsured employee test to the state for reimbursement, under the CARES Act.

**ALTERNATIVES:**

1. Approve the agreement with Curative Labs Inc. for conducting COVID-19 testing of employees who do not have District provided Health Insurance for 2020-2021.
2. Do not approve the agreement.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Stew McGugan, Assistant Superintendent, Human Resources  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

Board of Education Meeting, November 17, 2020

Approve agreement with Curative for conducting COVID-19 testing  
of employees who do not have district provided Health Insurance for 2020-2021

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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	_____	_____	_____	_____



## CURATIVE LABS INC.

## COVID-19 Testing Request Form

Please complete one form for each institution or location requesting COVID-19 testing.

## CONTACT INFORMATION

Today's Date: **11/4/2020 18:19:05**Company/Institution: **Oak Park Unified School District**Contact Name: **Holly Baxter**Email Address: **hbaxter@opusd.org**Phone: **818-735-3200**

Field Rep: {{SalesRepName}}

## COMPANY/INSTITUTION INFORMATION

Name: **Oak Park Unified School District**Phone: **818-735-3200**Address: **1002 Double Tree Rd**City: **Oak Park** State: **CA** Zip Code: **91377** County: **LA**Additional information **required** for testing:

Is the Company paying Curative directly, or is Insurance for each patient being billed by Curative?

Check all that apply:

Payment: **Employee Insurance Billing**☐ **RESIDENT:**☐ Direct Pay ☐ Insurance Billing ☐ Direct Pay Medicare A ☐ N/A☒ **EMPLOYEE:**☐ Direct Pay ☒ Insurance Billing ☐ N/A☐ **STUDENT:**☐ Direct Pay ☐ Insurance Billing ☐ N/A

## DIRECT PAY PRICING INFORMATION

If you have checked Direct Pay, a Curative Representative will reach out to you.

Testing to begin within five (5) working days of Company's execution and delivery of this Request Form.

## Agreement and Acknowledgment

By executing, I agree and acknowledge the pricing, timing, and terms and conditions located at <https://static.curative.com/legal/BulkTestingTermsConditions09172020.pdf>, and have read all additional terms and conditions located at Curativeinc.com pertaining to this Request Form, and agree to such.

Company/Institution: \_\_\_\_\_

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

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

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

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

Curative Labs Inc.

By: Tami D. Wilson-Ciranna

Print Name: Tami D. Wilson-Ciranna, Title: Chief Financial Officer

## TERMS AND CONDITIONS TO COVID-19 BULK TESTING REQUEST FORM:

### **Important limitations of the COVID-19 Testing Service.**

All individuals supplying samples agree to the following terms and conditions (the "Agreement"):

As with all tests, there is a risk of false negatives. There is also a risk that some infected individuals may have some level of COVID-19 infection below the sensitivity of the testing method.

There is an on-going risk of COVID-19 infection, so repeat testing on a regular basis should be considered as appropriate.

Influenza and other infectious diseases are not tested for. This test only tests for the presence of the virus that causes COVID-19 (SARS-CoV-2).

**Turn Around Time/Non-Reportable Rate:** Curative shall use commercially reasonable efforts to ensure that its turnaround time for electronic delivery of COVID-19 testing results to the Individual is typically within 48 hours from the time of specimen receipt at Curative. All test results shall be provided electronically to the customer. It is not uncommon for some percentage of samples to fail quality control and have a non-reportable result.

**Test Results:** All test results performed by Curative shall be reported as required to various government agencies to meet its reporting obligations as a clinical laboratory. Curative shall be responsible for all required COVID-19 test reporting to federal, state, and/or local health authorities in accordance with applicable laws and regulations.

**Certifications:** All testing performed by Curative shall be in accordance with applicable state and federal requirements. Curative shall maintain required licenses, permits, and certifications as required under applicable law and regulation for Curative and its designated laboratories to perform the Services ("Required Approvals").

**Customer Support:** Curative will provide Individual support with troubleshooting, questions on billing, or other service-related questions via both email and phone during normal business hours and in a timely manner.

**Representations and Warranty:** Curative represents that all protected health information (PHI) will be encrypted and protected within Curative's systems in compliance with the Health Insurance Portability and

Accountability Act of 1996 ("HIPAA") and implementing regulations and will use PHI solely for the Services provided for herein and in accordance with each employee's authorization/consent.

**Warranty:** Curative warrants the Services are performed by a CLIA-certified laboratory.

**Limitation of Damages:** EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, CURATIVE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TESTING AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED. CURATIVE DISCLAIMS ANY LIABILITY ARISING FROM ANY DECISION OR DETERMINATION BY INDIVIDUAL OR THIRD PARTY CONCERNING WHETHER INDIVIDUAL'S PRESENCE IN THE WORKPLACE IS SAFE IF MADE, IN WHOLE OR IN PART, ON THE RESULTS OF THE SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE. IN NO EVENT SHALL CURATIVE'S LIABILITY UNDER THIS AGREEMENT EXCEED \$500.00.

**Methods Modified or Added During the Contract Period:** Due to the evolving nature of the COVID-19 crisis and available test solutions, Curative may provide additional service options, collection devices, reporting, or modify the existing Service offering. Curative shall notify Individual of the change and provide training to Individual as necessary to provide reliable Services.

**Confidential Information:** Curative and Individual acknowledge that they may gain access to the confidential business information of the other and/or its affiliates in the course of performing their obligations under this Agreement. Except as required by law or legal process, Curative and Individual each agrees that it will hold in confidence, safeguard, and not use (except as required by those employees, officers, directors, or consultants, acting pursuant to this Agreement or as

## TERMS AND CONDITIONS TO COVID-19 BULK TESTING REQUEST FORM:

required by law or legal process) or disclose, disseminate or make available to third parties, except the Individual's affiliates, information related to proprietary research techniques and technology, types of supplies, pricing for supplies, patient information (including but not limited to, social security numbers, addresses, insurance information, results, and diagnosis information), and any other confidential information of the disclosing party and/or its affiliates at the time of disclosure (together "Confidential Information"). Curative and Individual each agrees to treat such Confidential Information it receives from or on behalf of the other with the same degree of care that it treats its own proprietary information, but with no less than a reasonable degree of care.

### **Exceptions to Confidential Information:**

Notwithstanding subsection (a) above, information shall not be deemed Confidential Information if it (i) is or becomes generally known to the public through no unlawful act of the recipient; (ii) was known to the recipient at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the recipient without any use of the disclosing party's Confidential Information; (v) becomes known to the recipient from a source other than the disclosing party without breach of this Agreement and otherwise not in violation of the disclosing party's rights; or (vi) is required to be disclosed in accordance with law or court order.

**Return of Confidential Information:** Each party shall promptly return or destroy all Confidential Information of the other party it holds in written form and all copies of it, in any format, upon the other party's written demand or the expiration or termination of this Agreement, except for Confidential Information that may be incorporated in any information that the recipient is required to maintain by law to verify the work that it performed, which may be retained by the recipient subject to the restrictions contained in this Section 9. For the avoidance of doubt, retention of electronic back-up and archival copies of Confidential Information maintained pursuant to regular data archiving and record retention policies and practices shall not be deemed to be a violation of this Agreement.

**Confidential Health Information:** The Parties acknowledge that, in the performance of the Services under this Agreement, they may have access to certain sensitive or private information related to the health or well-being of an individual or individuals ("Confidential Health Information") which is stored by or accessible to the other Party. Each of the Parties agrees to: (i) use or disclose the Confidential Health Information only as such Party is required to use or disclose such information

in connection with the matters referred to in this Agreement; (ii) safeguard such information to the same extent as it does its own Confidential Health Information and proprietary information; (iii) limit the making of any copies, extracts or reproductions of Confidential Health Information to those occasions which are necessary to carry out the duties under this Agreement and safeguard the copies, extracts or reproductions made of such information; (iv) not use such information after termination of this Agreement for any reason unless otherwise agreed; and (v) access only the Confidential Health information which is necessary to perform the duties under this Agreement.

**HIPAA/Protected Health Information:** Except as required by law to report certain data pertaining to COVID-19 testing. In the event that any PHI within the meaning of the Health Insurance Portability and Accountability Act of 1996, and its amendments thereto, including 45 CFR Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act and the Final Omnibus Rules (collectively "HIPAA") is received by Curative, Curative shall comply with all applicable requirements under HIPAA to safeguard such PHI and prevent the use or disclosure of such PHI other than as provided for under this Agreement. Each of the Parties will, and will cause their respective personnel to, comply with its own applicable obligations under HIPAA and other guidelines, policies and regulations pertaining to using patient samples and PHI.

**Indemnification:** Each Party agrees to indemnify, defend and hold harmless the other Party and its members, managers, directors, officers, employees, representatives and agents from and against any and all third party claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorney's fees) and judgments for any bodily injury, property damage or any other damage or injury to the extent caused by the indemnifying Party or any of its employees or agents (i) breach of this Agreement or applicable law, and (ii) negligence or willful; except, in each case, to the extent that such claim arises out of or results from the negligence, gross negligence or willful misconduct of the indemnified Party or any of its employees or agents.

**Insurance:** Curative agrees to maintain professional liability and commercial general liability insurance to cover its Services provided hereunder in the minimum amounts of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate. Curative agrees to furnish Individual upon request with a current and valid certificate of insurance from

## TERMS AND CONDITIONS TO COVID-19 BULK TESTING REQUEST FORM:

Curative's insurance carrier verifying the nature and amounts of coverage and Curative agrees to keep and maintain such insurance coverage in full force and effect during the term of this Agreement.

**Compliance with Law/Material Breach:** Each party represents and warrants that in the performance of its obligations under this Agreement, it will comply with all applicable laws. Failure by either party to comply with any applicable law as required hereby shall be considered a material breach of this Agreement. In the event of a determination that this Agreement is not in compliance with any Applicable Law, then the parties shall negotiate in good faith to bring this Agreement into compliance. All amendments to this Agreement to bring this Agreement into compliance must be mutually agreed to by both parties in writing. If such agreement cannot be reached, either party may terminate this Agreement by written notice to the other party.

**Assignment:** Without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, neither party may assign any of its rights or obligations hereunder. Notwithstanding anything to the contrary herein contained, either party may assign its rights or obligations hereunder in the entirety (i) to its parent or any subsidiary or successor corporation without prior written consent and (ii) in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of the assets to which this Agreement pertains; provided, however, that nothing contained herein shall release the assigning party from its obligations hereunder. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

**Notice:** Except as otherwise expressly provided in this Agreement, all notices hereunder shall be in writing, personally delivered, sent by certified mail, return receipt requested, or by confirmed email, addressed to

Curative  
430 South Cataract Avenue  
San Dimas, CA 91773

**Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for all dispute resolution, including litigation shall be Los Angeles County, California.

**Waiver:** The failure of either Party to this Agreement to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall a waiver of any right hereunder at any given time be deemed a waiver thereof for any other time.

**Severability:** It is the intention of the Parties that the provisions of this Agreement shall be enforceable to the fullest extent permissible under applicable laws, and that the invalidity or unenforceability of any provisions under such laws will not render unenforceable, or impair, the remainder of the Agreement. If any provisions hereof are deemed invalid or unenforceable, either in whole or in part, this Agreement will be deemed amended to modify, or delete, as necessary, the offending provisions and to alter the bounds thereof in order to render it valid and enforceable.

**Non-Exclusive Arrangement:** Curative acknowledges that this is a non-exclusive arrangement and that this Agreement places no restrictions on Individual's ability to use other laboratories and that Individual does not guarantee any minimum volume of specimens to be referred to Curative for Services under this Agreement.

**Relationship of the Parties:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties. Neither Party is an agent of the other, and neither Party has any authority whatsoever to bind the other Party, by contract or otherwise.

**Force Majeure:** Curative shall be excused from non-performance or delay in performance to the extent that such non-performance or delay in performance arises out of causes beyond the control and without the fault or negligence of the non-performing Party. Such cases include, but are not limited to, acts of God, pandemics (including COVID-19), the public enemy or terrorism, laws or acts of any government in either its sovereign or contractual capacity, fires, floods, epidemics, pandemics, strikes or freight embargo.

**Third Parties:** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.3.d. APPROVE VARIABLE TERM WAIVER REQUEST**

ACTION

**ISSUE:** Shall the Board of Education approve a request for a Variable Term Waiver from the California Commission on Teacher Credentialing to allow a candidate, with a Bachelor of Science degree in Communicative Disorders be hired to deliver services as a Speech and Language teacher?

**STATEMENT:** The Commission on Teacher Credentialing provides a process whereby a teacher may be employed by a district under an approved Variable Term Waiver. These waivers are reviewed by the Commission staff and acted upon by the Commission to provide an employee the time to complete credential requirements for the state of California. The waivers are typically granted to districts when all other efforts to find appropriately credentialed teachers have been exhausted. The Oak Park Unified School District has made an all-out effort to recruit and hire a fully credentialed candidate for our Speech & Language vacancy to no avail. It is a well-known fact that throughout the County and State there is a shortage of speech and language teachers. We currently have a candidate, being awarded her Speech Language Services credential originally in December 2020, due to COVID 19, now January 2021, who has earned a B.S. in Communicative Disorders and is near completion of her practicum hours of student teaching. Staff is recommending that the Board approve the Variable Term Waiver request for this employee.

**FISCAL IMPACT:** This FTE is included in the 2020-2021 adopted budget.

**ALTERNATIVES:** 1. Approve the Variable Term Waiver request  
2. Do not approve the Variable Term Waiver request

**RECOMMENDATION:** Alternative #1

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources

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 17, 2020**  
**SUBJECT: B.5.a. APPROVE SELECTION OF ANNUAL ORGANIZATIONAL BOARD MEETING – DECEMBER 15, 2020**

ACTION

**ISSUE:** Should the Board of Education select December 15, 2020 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 2020 Annual Organizational Meeting between December 11 - 25, 2020 (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.

Per Education Code Section 5017 and Elections Code Section 10554, newly elected Board Members take office on the second Friday in December following certification of election - December 11, 2020.

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 15, 2020 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: BARBARA LAIFMAN, BOARD PRESIDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.5.b. SUPERINTENDENT SEARCH PROCESS**

DISCUSSION

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**ISSUE:** Shall the Board discuss the Superintendent search process?

**BACKGROUND:** On November 13, 2020, Superintendent Anthony Knight announced his retirement effective June 30, 2021. The Board is now tasked with selecting the next leader of Oak Park Unified School District. The Board will discuss the Superintendent search process, which may include the important first step of inviting potential search firms to submit proposals to the District.

**FISCAL IMPACT:** None - for discussion only.

**RECOMMENDATION:** None – for discussion only.

Respectfully submitted,

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Barbara Laifman  
Board President

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.6.a. APPROVE AMENDMENT TO ADMINISTRATIVE REGULATION 4030**  
**–NONDISCRIMINATION IN EMPLOYMENT– First Reading**

ACTION

**ISSUE:** Should the Board of Education approve the amendment to Administrative Regulation 4030 – Nondiscrimination in Employment?

**BACKGROUND:** Administrative Regulation updated to reflect NEW LAW (SB 778) which delays until January 1, 2021 a requirement for districts with five or more employees to provide at least two hours of sexual harassment training to supervisory employees and at least one hour of sexual harassment training to nonsupervisory employees. Regulation also reflects NEW LAW (AB 9) which allows complaints of employment discrimination to be filed with the Department of Fair Employment and Housing up to three years after the alleged act. Regulation also reflects NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which require that allegations of sexual harassment that meet the federal definition be investigated through Title IX complaint procedures, as described in AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, rather than the complaint procedures detailed in this regulation. Administrative Regulation 4030 is being submitted with recommended language from CSBA and District's general council, Fagen Friedman and Fulfrost.

**ALTERNATIVES:**

1. Approve amendment to Administrative Regulation 4030 – Nondiscrimination in Employment.
2. Do not approve amendment to Administrative Regulation 4030 – Nondiscrimination in Employment.

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

Respectfully submitted,

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

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

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

# OAK PARK UNIFIED SCHOOL DISTRICT

## ADMINISTRATIVE REGULATION

Series 4000

Personnel

AR 4030(a)

### Nondiscrimination In Employment

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or **other** person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

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

*(cf. 1240 - Volunteer Assistance)*

*(cf. 3312 - Contracts)*

*(cf. 3600 - Consultants)*

*(cf. 4032 - Reasonable Accommodation)*

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to ~~coordinate~~ **organize and manage** the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

**Stewart McGugan**

Assistant Superintendent, Human Resources

5801 Conifer Street

Oak Park, CA 91377

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

818-735-3200

### Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees and post electronically ~~on computers~~ in a conspicuous location ~~, the~~ **on computers for employee use, up-to-date** California Department of Fair Employment and Housing (DFEH) posters ~~in regard to~~ **on the prohibition of** workplace discrimination and harassment, ~~and~~ **the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth.** (Government Code 12950; 2 CCR 11013, 11023, 11049)

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)

# OAK PARK UNIFIED SCHOOL DISTRICT

## ADMINISTRATIVE REGULATION

Series 4000

Personnel

AR 4030(b)

- a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
- b. Posting them in all district schools and offices, including staff lounges and other prominent locations
- c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 4111/4211/4311 - Recruitment and Selection)*

3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)
  - a. Printing and providing a copy ~~of the policy~~ to all employees, with an acknowledgment form for each employee to sign and return
  - b. Sending ~~the policy~~ a copy via email with an acknowledgment return form
  - c. Posting ~~the~~ a copy ~~policy~~ on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
  - d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session
  - e. Any other way that ensures employees receive and understand the policy

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior
5. Provide training ~~to employees, volunteers, and interns~~ regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

The district may also provide bystander intervention training to employees which includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with

# OAK PARK UNIFIED SCHOOL DISTRICT

## ADMINISTRATIVE REGULATION

Series 4000

Personnel

AR 4030(c)

the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law
7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce. (2 CCR 11023)

### Complaint Procedure

Complaints of sexual harassment shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures if the alleged conduct meets the definition of sexual harassment pursuant to 34 CFR 106.30.

Any **other** complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The **complainant's employee's** direct supervisor may be bypassed in filing a complaint ~~where~~ when the supervisor is the subject of the complaint.

The complainant may ~~file a written complaint in accordance with this procedure or may~~ first attempt to resolve the situation informally with the **employee's complainant's** supervisor **before filing a written complaint**.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, ~~other~~ **any available** evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

- ~~1.2.~~ Investigation Process: The coordinator shall initiate an impartial investigation of an

# OAK PARK UNIFIED SCHOOL DISTRICT

## ADMINISTRATIVE REGULATION

Series 4000

Personnel

AR 4030(d)

allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be ~~revealed~~ disclosed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

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

If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, ~~s~~need to be taken before the investigation is completed in order to prevent ~~ensure that~~ further incidents ~~are prevented~~. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Remedial/Corrective Action: No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate

# OAK PARK UNIFIED SCHOOL DISTRICT

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options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

A summary of the findings shall be presented to the complainant and the person accused.

4. Appeal to the ~~Governing Board~~ Superintendent:— The complainant or the person accused may appeal any findings to the ~~Board~~ Superintendent within 10 business days of receiving the written report of the coordinator's findings. The ~~coordinator~~ Superintendent or designee shall provide the Superintendent ~~Board~~ with all information presented during the investigation. Upon receiving an appeal, the Superintendent shall schedule a meeting with the complainant, or the person accused, ~~Board shall schedule a hearing~~ as soon as practicable. ~~Any complaint against a district employee shall be addressed in closed-session in accordance with law.~~ The Superintendent ~~Board~~ shall render a ~~its~~ decision within 10 business days of the meeting. The Superintendent's decision is final.

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 9321—Closed Session Purposes and Agendas)

### Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either DFEH or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with DFEH alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960. (Government Code 12960) ~~To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960~~
2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s). (42 USC 2000e-5) ~~To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) — (42 USC 2000e-5)~~
3. For filing a complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier. (42 USC 2000e-5) ~~To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier — (42 USC 2000e-5)~~

Adopted: 9-17-02

Amended: 2-16-16, 5-16-17, 9-17-19, 11-17-20



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.6.b. APPROVE AMENDMENT TO BOARD POLICY AND  
ADMINISTRATIVE REGULATION 4119.11/4219.11/4319.11 SEXUAL  
HARASSMENT – First Reading**

ACTION

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**ISSUE:** Should the Board of Education approve the amendment to Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 Sexual Harassment?

**BACKGROUND:** Board Policy updated to reflect NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which require that complaints of behavior that meets the federal definition of sexual harassment be addressed through new Title IX complaint procedures. Title of compliance officer changed to Title IX Coordinator pursuant to federal regulations, and responsibility assigned to Title IX Coordinator to receive complaints and determine the appropriate complaint procedure to use. Policy also updated to clarify that, in some instances, it may be necessary to concurrently review a sexual harassment complaint under both the Title IX sexual harassment complaint procedures and the district's procedure reflecting state law, as described in AR 4030 - Nondiscrimination in Employment, in order to meet the applicable timelines. Policy also adds the requirement to provide supportive measures to the respondent as well as the complainant. Regulation updated to reflect NEW LAW (SB 778, 2019) which (1) requires a district with five or more employees to provide two hours of sexual harassment training to supervisory employees and one hour of sexual harassment training to nonsupervisory employees by January 1, 2021 and every two years thereafter, and (2) requires new nonsupervisory employees and employees promoted to supervisory positions to receive the training within six months of hire or promotion. Regulation also reflects NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which require the district to designate a Title IX Coordinator and disseminate the Coordinator's contact information. Regulation updated to add section on "Definitions," including the federal definition of sexual harassment for purposes of applying the Title IX complaint procedures. Section identifying the Title IX Coordinator(s) moved and revised to reference CSBA's AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Section on "Notifications" adds federal requirement to disseminate the district's sexual harassment policy and procedures, along with the name and contact information of the Title IX Coordinator, by posting them in a prominent location on the district's web site and including them in any handbook provided to employees or employee organizations. New section on "Complaint Procedures" references the applicable procedures and the responsibility of the district to take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects. Board Policy 4119.11/4219.11/4319.11 is being submitted with recommended language from CSBA.

**ALTERNATIVES:**

1. Approve amendment to Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 Sexual Harassment.
2. Do not approve amendment to Board Policy and Administrative Regulation 4119.11/4219.11/4319.11 Sexual Harassment.

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

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 BOARD POLICY

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## Sexual Harassment

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

~~Sexual harassment includes, but is not limited to, harassment that is based on the gender, gender-identity, gender expression, or sexual orientation of the victim.~~

~~This policy shall apply to all district employees and to other persons on district property or with some employment relationship with the district, such as interns, volunteers, contractors, and job applicants.~~

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

~~(cf. 4030 - Nondiscrimination in Employment)~~

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

~~Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment in violation of this policy is subject to disciplinary action, up to and including dismissal.~~

~~(cf. 4117.7/4317.7 - Employment Status Reports)~~

~~(cf. 4118 - Dismissal/Suspension/Disciplinary Action)~~

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

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply

~~(cf. 4112.9/4212.9/4312.9 - Employee Notifications)~~

3. Ensuring prompt, thorough, fair, and fair equitable investigation of complaints

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4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

## Sexual Harassment Reports and Complaints

~~Any d~~District employees who ~~feels~~feel that ~~he/she has~~they have been sexually harassed in the performance of ~~his/her~~their district responsibilities or who ~~has~~have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to ~~his/her~~their direct supervisor, ~~another~~a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor; in filing a complaint if the ~~district's coordinator for nondiscrimination, or~~supervisor is the ~~Superintendent~~subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the ~~coordinator~~Title IX Coordinator.

~~Complaints of sexual harassment shall be filed and investigated in accordance with~~Once notified, the ~~complaint procedures in~~Title IX Coordinator shall ensure the complaint is addressed through either AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures for complaints meeting the Title IX definition of sexual harassment or AR 4030 -

Nondiscrimination in Employment, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030. ~~An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.~~

~~All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (2 CCR 11023)~~

*(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaints)*

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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BP 4119.11 4219.11,4319.11(c)

coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Reports)  
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

## **Legal Reference:**

### EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

### GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950 Sexual harassment; distribution of information

12950.1 Sexual harassment training

### LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

### CODE OF REGULATIONS, TITLE 2

11009 Employment discrimination

11021 Retaliation

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11034 Terms, conditions, and privileges of employment

### CODE OF REGULATIONS, TITLE 5

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

### UNITED STATES CODE, TITLE 20

1681-1688 Title IX ~~prohibition against discrimination~~ of the Education Amendments of 1972

### UNITED STATES CODE, TITLE 42

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

### CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities

106.51-106.64-82 Nondiscrimination on the basis of sex in employment in education programs or activities

### COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

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

Oncala v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

## **Management Resources:**

### U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Promising Practices for Preventing Harassment, November 2017

### WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr/index.html>

Adopted: 1-25-78

Amended: 11-17-82, 7-23-85, 1-21-92, 9-17-02, 3-16-04, 9-20-05, 02-21-17, 10-16-18, 11-17-20

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 4000

Personnel

AR 4119.11, 4219.11, 4319.11(a)

## Sexual Harassment

~~This~~The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

~~(cf. 4030 - Nondiscrimination in Employment)~~

~~(cf. 5145.7 - Sexual Harassment)~~

~~(cf. 4112.9/4212.9/4312.9 - Employee Notifications)~~

## Definitions

~~Prohibited~~sSexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting ~~when~~under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

~~(cf. 4030 - Nondiscrimination in Employment)~~

~~Prohibited sexual harassment also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment.~~

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct

# OAK PARK UNIFIED SCHOOL DISTRICT

## ADMINISTRATIVE REGULATION

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AR 4119.11, 4219.11, 4319.11(b)

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

*(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaints)*

### Examples of Sexual Harassment

Examples of actions that might constitute sexual harassment [under state or federal law in accordance with the definitions above](#), in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

### Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate and resolve sexual harassment complaints under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Assistant Superintendent, Human Resources  
5801 Conifer Street  
Oak Park, CA 91377  
818-735-3200  
[smcgugan@opusd.org](mailto:smcgugan@opusd.org)

# OAK PARK UNIFIED SCHOOL DISTRICT

## ADMINISTRATIVE REGULATION

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### Training

~~The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. The training shall include how to recognize prohibited or harassing conduct, the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee. The training shall also include information about processes for employees to informally share or obtain information about harassment without filing a complaint.~~

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~(cf. 4030—Nondiscrimination in Employment)~~

~~(cf. 5145.7—Sexual Harassment)~~

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, **and nonsupervisory employees receive at least one hour**, of classroom or other effective interactive training and education regarding sexual harassment. All ~~such~~ newly hired ~~or employees and employees~~ promoted **employees to a supervisory position** shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

*(cf. 4300 - Administrative and Supervisory Personnel)*

**Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)**

~~The district's sexual harassment training and education program for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training~~ shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws **on** concerning the prohibition, prevention, and correction of sexual harassment, ~~the remedies available to sexual harassment victims in civil actions, and potential district and/or individual~~



# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

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Personnel

AR 4119.11, 4219.11, 4319.11(d)

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~~exposure or liability~~

2. The types of conduct that constitute sexual harassment ~~and practical~~
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

- ~~1. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment~~
- ~~2. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint~~

~~The essential elements of the district's anti-harassment policy, including the~~

7. The limited confidentiality of the complaint process ~~and resources~~
8. Resources for victims of unlawful ~~sexual~~ harassment, such as to whom they should report any alleged ~~sexual~~ harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative

# OAK PARK UNIFIED SCHOOL DISTRICT

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~~regulation~~regulations, which ~~each participant~~they shall read and acknowledge ~~in writing~~ that ~~he/she has~~they have received.

~~The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance~~

12. ~~Practical~~Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

### Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
2. Be provided to every district employee at the beginning of the first quarter or semester of

# OAK PARK UNIFIED SCHOOL DISTRICT

## ADMINISTRATIVE REGULATION

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AR 4119.11, 4219.11, 4319.11(f)

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the school year or whenever a new employee is hired ([Education Code 231.5](#))

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct ([Education Code 231.5](#))
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

### Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be

# **OAK PARK UNIFIED SCHOOL DISTRICT**

## **ADMINISTRATIVE REGULATION**

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investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Adopted: 3-2-93

Amended: 7-05, 3-08, 11-15, 02-21-2017, 10-16-18, 11-17-20

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.6.c. APPROVE ADOPTION OF ADMINISTRATIVE REGULATION AND EXHIBIT 4119.12/4219.12/4319.12 TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES – First Reading**

ACTION

**ISSUE:** Should the Board of Education approve Adoption of Administrative Regulation and Exhibit 4119.12/4219.12/4319.12 Title IX Sexual Harassment Complaint Procedures?

**BACKGROUND:** New regulation reflects NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which establish a Title IX complaint procedure for addressing complaints of behavior that meets the federal definition of sexual harassment. Regulation clarifies that a sexual harassment complaint that is dismissed or denied under Title IX may still be subject to review under state law pursuant to AR 4030 - Nondiscrimination in Employment and thus the two procedures should be implemented concurrently in order to meet the applicable timelines. Regulation also updated to clarify that the applicability of the Title IX sexual harassment complaint procedures is limited to conduct that allegedly occurs in an education program or activity over which the district exercises control; revise the timeframe for concluding the complaint process from 45 to 60 days; reflect the right to pursue civil law remedies; and add the requirement to maintain a record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment. New exhibit presents a sample of the required notification to employees, job applicants, and employee organizations regarding the district's Title IX sexual harassment policy, the district's Title IX coordinator, and grievance procedures pursuant to 34 CFR 106.8. Administrative Regulation and Exhibit 4119.12/4219.12/4319.12 are being recommended for adoption by CSBA.

**ALTERNATIVES:**

1. Approve adoption of Administrative Regulation and Exhibit 4119.12/4219.12/4319.12 Title IX Sexual Harassment Complaint Procedures.
2. Do not approve adoption of Administrative Regulation and Exhibit 4119.12/4219.12/4319.12 Title IX Sexual Harassment Complaint Procedures.

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

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

Board of Education Meeting, November 17, 2020  
Approve Adoption of Administrative Regulation and Exhibit  
4119.12/4219.12/4319.12 Title IX Sexual Harassment Complaint Procedures  
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.	_____	_____	_____	_____

# OAK PARK UNIFIED SCHOOL DISTRICT

## ADMINISTRATIVE REGULATION

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### Title IX Sexual Harassment Complaint Procedures

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

*(cf. 4030 - Nondiscrimination in Employment)*

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

### Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

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A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

### Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

### Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized



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safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

### Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

### Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

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2. Obtains the parties' voluntary, written consent to the informal resolution process

### Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

### Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to

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gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX

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requirements.

### Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator, or a person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the

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district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

### Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

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### Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

### Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

*(cf. 4117.7/4317.7 - Employment Status Report)*

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

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

### Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.
3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make

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such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

(cf. 1113 - District and School Web Sites)  
(cf. 3580 - District Records)

## **Legal Reference:**

### EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48985 Notices, report, statements and records in primary language

### CIVIL CODE

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

1714.1 Liability of parents/guardians for willful misconduct of minor

### GOVERNMENT CODE

12950.1 Sexual harassment training

### CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

### UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

### UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

### UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

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

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

### CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.82 Nondiscrimination on the basis of sex in education programs

### COURT DECISIONS

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

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

Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736

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

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

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

## **Management Resources:**

### WEB SITES

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

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Adopted: 11-17-20

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### Title IX Sexual Harassment Complaint Procedures

#### Notice Of Title IX Sexual Harassment Policy

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The district has designated and authorized the following employee as the district's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

Stewart McGugan  
Assistant Superintendent, Human Resources  
5801 Conifer Street  
Oak Park, CA 91377  
818-735-3200  
smcgugan@opusd.org

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures on the district's web site at [www.opusd.org](http://www.opusd.org)

To inspect or obtain a copy of the district's sexual harassment policies and administrative



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regulations, please contact the Superintendent's Office at 818-735-3206.

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available at the district office upon request.

Adopted: 11-17-20

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.6.d. APPROVE AMENDMENT TO BOARD POLICY 4151/4251/4351**  
**EMPLOYEE COMPENSATION – First Reading**

ACTION

**ISSUE:** Should the Board of Education approve the amendment to Board Policy 4151/4251/4351 Employee Compensation?

**BACKGROUND:** Board Policy updated to clarify that, in determining whether an executive, administrative, or professional employee is exempt from overtime rules, the salary threshold established by state law supersedes the threshold established by federal law (as raised by new federal rule September 24, 2019). Policy also deletes complex information on Internal Revenue Service forms that must be completed by employees who earn compensation over 9 or 10 months but elect to spread salary payments over 12 months, thereby creating "deferred compensation." Policy also updated to delete Labor Code citation that is not applicable to public agencies and instead reflect Education Code provisions related to overtime compensation for classified employees. Board Policy 4151/4251/4351 is being submitted with recommended language from CSBA.

**ALTERNATIVES:**

1. Approve amendment to Board Policy 4151/4251/4351 Employee Compensation.
2. Do not approve amendment to Board Policy 4151/4251/4351 Employee Compensation.

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

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.	_____	_____	_____	_____

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## Employee Compensation

In order to recruit and retain employees committed to the district's goals for student learning, the Governing Board recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

*(cf. 3100 - Budget)*

*(cf. 3400 - Management of Districts Assets/Accounts)*

*(cf. 4000 - Concepts and Roles)*

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and ~~negotiated~~ collective bargaining agreements and shall be printed and made available for ~~inspection~~ review at the district office. (Education Code 45022, 45023, 45160, 45162, 45268)

*(cf. 4121 - Temporary/Substitute Personnel)*

*(cf. 4141/4241 - Collective Bargaining Agreement)*

*(cf. 4143/4243 - Negotiations/Consultation)*

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for ~~years of training~~ education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

*(cf. 4030 - Nondiscrimination in Employment)*

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

*(cf. 4140/4240/4340 - Bargaining Units)*

*(cf. 4312.1 - Contracts)*

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (Education Code 45038, 45039, 45048, 45165)

In extraordinary circumstances or emergency situations, the Board may determine to continue to compensate employees during periods of extended closure or disruption of normal district operations when permitted by law and consistent with collective bargaining agreements and memoranda of understanding.

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The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

## Overtime Compensation

~~A~~ District employees shall be paid an overtime rate of not less than one and one-half times ~~his/her~~ **their** regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week, ~~or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work.~~ However, ~~employees shall be exempt from overtime rules if they are employed as teachers or, school administrators or if they qualify as being employed in an, and other employees in positions established by the Board as executive, administrative, or professional capacity and are paid a fixed salary at or above the salary level established by federal regulations.~~ ~~(Labor~~ **shall be exempt from overtime rules.** (Education Code ~~51045128, 45130~~; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

*(cf. 4300 - Administrative and Supervisory Personnel)*

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided ~~he/she~~ **the employee** has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within ~~a reasonable period~~ **12 calendar months** after making the request if the use of the compensatory time does not unduly disrupt district operations. ~~((Education Code 45129;~~ 29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

*(cf. 3580 - District Records)*

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

## **Legal Reference:**

### EDUCATION CODE

45022-45061.5 Salaries, especially:

45023 Availability of salary schedule

45028 Salary schedule for certificated employees

45127-45133.5 Classified employees; work week; overtime provisions

45160-45169 Salaries for classified employees

45268 Salary schedule for classified service in merit system districts

### GOVERNMENT CODE

3540-3549 Meeting and negotiating, especially:

3543.2 Scope of representation

3543.7 Duty to meet and negotiate in good faith

### LABOR CODE

226 Employee access to payroll records

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BP 4151, 4251, 4351(c)

232 Disclosure of wages

~~510 Overtime compensation; length of work day and week; alternative schedules~~

CODE OF REGULATIONS, TITLE 8

11040 Wages and hours; definitions of administrative, executive, and professional employees

UNITED STATES CODE, TITLE 26

409A Deferred compensation plans

UNITED STATES CODE, TITLE 29

201-219 Fair Labor Standards Act, especially:

203 Definitions

207 Overtime

213 Exemptions from minimum wage and overtime requirements

CODE OF FEDERAL REGULATIONS, TITLE 26

1.409A-1 Definitions and covered plans

CODE OF FEDERAL REGULATIONS, TITLE 29

516.4 Notice of minimum wage and overtime provisions

516.5-516.6 Records

541.0-541.710 Exemptions for executive, administrative, and professional employees

553.1-553.51 Fair Labor Standards Act; applicability to public agencies

COURT DECISIONS

Flores v. City of San Gabriel, 9th Cir., June 2, 2016, No. 14-56421

Management Resources:

OFFICE OF MANAGEMENT AND BUDGET PUBLICATIONS

Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19) Due to Loss of Operations, Memorandum M-20-17, March 19, 2020

WEB SITES

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

Internal Revenue Service: <http://www.irs.gov>

School Services of California, Inc.: <http://www.sscal.com>

U.S. Department of Labor, Wage and Hour Division: <http://www.dol.gov/whd>

Adopted: 1-25-78

Amended: 4-12-78, 9-17-80, 8-4-82, 11-17-82, 3-6-84, 7-23-85, 1-21-92, 9-17-02, 11-18-08,  
4-18-17, [11-17-20](#)

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.6.e. APPROVE AMENDMENT TO BOARD POLICY AND  
ADMINISTRATIVE REGULATION 5145.3 –  
NONDISCRIMINATION/HARASSMENT– First Reading**

**ACTION**

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**ISSUE:** Should the Board of Education approve the amendment to Board Policy and Administrative Regulation 5145.3 Nondiscrimination/Harassment?

**BACKGROUND:** Board Policy updated to reflect law prohibiting discrimination based on medical condition and to reflect NEW LAW (AB 34, 2019) which requires the district, starting in the 2020-21 school year, to post its nondiscrimination policies, and specified state and federal laws regarding discrimination, bullying, and harassment, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. Regulation updated to reflect NEW LAW (AB 34, 2019) which requires the district, starting in the 2020-21 school year, to post its nondiscrimination policies, specified state and federal laws regarding discrimination, bullying, and harassment, and a link to CDE resources in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. Regulation also reflects NEW LAW (AB 711, 2019) which requires the district to update a former student's records upon receiving government-issued documentation or a written request for a name and/or gender change. Regulation also updated to reflect NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which require that allegations of sexual harassment that meet the federal definition be investigated through Title IX complaint procedures, as described in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, rather than the district's uniform complaint procedures. Board Policy 5145.3 is being submitted with recommended language from CSBA.

**ALTERNATIVES:**

1. Approve amendment to Board Policy and Administrative Regulation 5145.3 Nondiscrimination/Harassment.
2. Do not approve amendment to Board Policy and Administrative Regulation 5145.3 Nondiscrimination/Harassment.

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

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent

Board of Education Meeting, November 17, 2020  
Approve Board Policy and Administrative Regulation  
5145.3 Nondiscrimination/Harassment  
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.	_____	_____	_____	_____

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 5000*

*Students*

*BP 5145.3(a)*

## Nondiscrimination/Harassment

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

The Governing Board desires to provide a safe school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

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

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

*(cf. 5146 - Married/Pregnant/Parenting Students)*

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

~~This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.~~

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also ~~includes the creation of a hostile environment through~~ occurs when prohibited conduct ~~that~~ is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.



# OAK PARK UNIFIED SCHOOL DISTRICT

## BOARD POLICY

*Series 5000*

*Students*

*BP 5145.3(b)*

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. ~~He/she~~In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's web site in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation.

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. ~~He/she~~The Superintendent or designee shall report ~~his/her~~the findings and recommendations to the Board after each review.

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 1330 - Use of Facilities)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6164.2 - Guidance/Counseling Services)*

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 5000*

*Students*

*BP 5145.3(c)*

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)  
(cf. 4119.21/4219.21/4319.21 - Professional Standards)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)  
(cf. 5144 - Discipline)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))  
(cf. 5145.2 - Freedom of Speech/Expression)

## Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

## Legal Reference:

### EDUCATION CODE

200-262.4 Prohibition of discrimination  
48900.3 Suspension or expulsion for act of hate violence  
48900.4 Suspension or expulsion for threats or harassment  
48904 Liability of parent/guardian for willful student misconduct  
48907 Student exercise of free expression  
48950 Freedom of speech  
48985 Translation of notices  
49020-49023 Athletic programs  
49060-49079 Student records  
51500 Prohibited instruction or activity  
51501 Prohibited means of instruction  
60044 Prohibited instructional materials

### CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

### GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

### PENAL CODE

422.55 Definition of hate crime  
422.6 Crimes, harassment

### CODE OF REGULATIONS, TITLE 5

432 Student record  
4600-4670 Uniform complaint procedures  
4900-4965 Nondiscrimination in elementary and secondary education programs

### UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

~~12101-12213 Title II equal opportunity for individuals with disabilities~~

### UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

### UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended  
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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Students

BP 5145.3(d)

6101-6107 Age Discrimination Act of 1975

*12101-12213 Title II equal opportunity for individuals with disabilities*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

*104.8 Notice*

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Prohibition of discrimination based on age

COURT DECISIONS

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

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

Management Resources:

CSBA PUBLICATIONS

*Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, ~~July 2016~~ March 2017*

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

*Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018*

FIRST AMENDMENT CENTER PUBLICATIONS

*Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006*

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

*Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016*

*Dear Colleague Letter: Title IX Coordinators, April 2015*

*Resolution Agreement Between the Arcadia Unified School District, U.S. Department of Education, Office for Civil Rights, and the U.S. Department of Justice, Civil Rights Division, (2013) OCR 09-12-1020, DOJ 169-12C-70*

*Dear Colleague Letter: Harassment and Bullying, October 2010*

*Notice of Non-Discrimination, Fact Sheet, August 2010*

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

*Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, August 2003*

WEB SITES

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

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

California Office of the Attorney General: <http://oag.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

~~California Office of the Attorney General: <http://oag.ca.gov>~~

First Amendment Center: <http://www.firstamendmentcenter.org>

~~National School Boards Association: <http://www.nsba.org>~~

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Adopted: 10-15-80

Amended: 5-20-86, 8-18-92, 9-17-02, 9-21-10, 8-21-12, 11-19-13, 6-17-14, 2-17-15, 11-15-16, 6-12-18, *11-17-20*

# OAK PARK UNIFIED SCHOOL DISTRICT

## ADMINISTRATIVE REGULATION

Series 5000

Students

AR 5145.3(a)

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### Nondiscrimination/Harassment

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, ~~including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975,~~ and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, [medical condition](#), sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

[Stewart McGugan](#)

Assistant Superintendent, Human Resources

5801 Conifer Street

Oak Park, CA 91377

818-735-3200

[smcgugan@opusd.org](mailto:smcgugan@opusd.org) ~~[heilbron@opusd.org](mailto:heilbron@opusd.org)~~

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*

### Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them ~~on the district's web site and other~~ [in prominent locations](#) and providing easy access to them through district-supported ~~social media, when available~~ [communications](#)
2. Post [the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on](#)

# OAK PARK UNIFIED SCHOOL DISTRICT

## ADMINISTRATIVE REGULATION

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AR 5145.3(b)

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social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent ~~and conspicuous~~ location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

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

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

*(cf. 5131.2 - Bullying)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)
4. Post in a prominent location on the district ~~and school web sites~~ web site in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)
  - a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address
  - b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
  - c. A description of how to file a complaint of noncompliance ~~with~~under Title IX ~~in accordance with AR 1312.3—Uniform Complaint Procedures~~, which shall include:
    - 1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
    - 2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
    - 3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

# OAK PARK UNIFIED SCHOOL DISTRICT

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(cf. 1113 - District and School Web Sites)  
(cf. 1114 - District-Sponsored Social Media)

- d. A link to the Title IX information included on the California Department of Education's (CDE) web site
5. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)
6. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (~~Education Code 234.1~~)
7. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

8. ~~Ensure The Superintendent or designee shall ensure~~ that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and

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## ADMINISTRATIVE REGULATION

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Students

AR 5145.3(d)

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how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

10. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

11. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

### Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

*(cf. 5131.5 - Vandalism and Graffiti)*

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination
4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

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

*(cf. 5125 - Student Records)*

5. Taking appropriate disciplinary action against students, employees, and anyone



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AR 5145.3(e)

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determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that ~~he/she~~ the student knew was not true

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

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

(cf. 5144 - Discipline)

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

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

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

### Process for Initiating and Responding to Complaints

~~Any~~ Students who ~~feels~~ feel that ~~he/she has~~ they have been subjected to unlawful discrimination described above or in district policy ~~is~~ are strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, ~~any student~~ students who ~~observes~~ observe any such incident ~~is~~ are strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a ~~verbal~~ report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, ~~he/she the principal or compliance officer~~ shall ~~make a note of the report and encourage~~ notify the student or parent/guardian of the right to file ~~the~~ a formal complaint in ~~writing, pursuant to the provisions in~~ accordance with AR 1312.3 - Uniform Complaint Procedures; or, for complaints of sexual harassment that meet the federal Title IX definition, AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Once notified verbally or in writing, the ~~principal or~~ compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.



# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 5000

Students

AR 5145.3(f)

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(cf. 5141.4 - Child Abuse Prevention and Reporting)

## Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense ~~of his/her gender~~, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender ~~he/she was~~ assigned at birth.

~~Regardless of whether they are sexual in nature,~~ The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment ~~are prohibited,~~ regardless of whether the acts are sexual in nature. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with ~~his/her~~ the student's gender identity
2. Disciplining or disparaging a student or excluding ~~him/her~~ the student from participating in activities, for behavior or appearance that is consistent with ~~his/her~~ the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the restroom that corresponds to ~~his/her~~ the student's gender identity
4. Taunting a student because ~~he/she~~ the student participates in an athletic activity more typically favored by a student of the other sex

# OAK PARK UNIFIED SCHOOL DISTRICT

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Students

AR 5145.3(g)

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5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent
6. Using gender-specific slurs
7. **Physically assaulting** a student motivated by hostility toward ~~him/her~~the student because of ~~his/her~~ the student's gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) or Title IX sexual harassment procedures (AR 5145.71), as applicable, shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. **Right to privacy:** A student's transgender or gender-nonconforming status is ~~his/her~~the student's private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless ~~he/she~~the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to ~~his/her~~the student's status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to ~~his/her~~the student's parents/guardians and/or others, including

# OAK PARK UNIFIED SCHOOL DISTRICT

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Students

AR 5145.3(h)

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other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion of ~~his/her~~ gender identity and begin to treat the student consistent with ~~his/her~~~~that~~ gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, ~~his/her~~~~the student's~~ parents/guardians to identify and develop strategies for ensuring that the student's access to ~~education~~~~educational~~ programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to ~~his/her~~~~the student's~~ status as a transgender or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting ~~his/her~~~~the student's~~ educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.
4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, ~~access to a staff member's office~~, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because ~~he/she~~~~the student~~ is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with ~~his/her~~~~the student's~~ gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated

# OAK PARK UNIFIED SCHOOL DISTRICT

## ADMINISTRATIVE REGULATION

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activity in accordance with ~~his/her~~ the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6153 - School-Sponsored Trips)*

*(cf. 7110 - Facilities Master Plan)*

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. ~~However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.~~ When a student presents government-issued documentation of a name and/or gender change or submits a request for a name and/or gender change through the process specified in Education Code 49070, the district shall update the student's records. (Education Code 49062.5, 49070)

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

*(cf. 5125.3 - Challenging Student Records)*

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the ~~pronouns~~ pronoun(s) consistent with ~~his/her~~ the student's gender identity, without the necessity of a court order or a change to ~~his/her~~ the student's official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.
7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with ~~his/her~~ the student's gender identity, subject to any dress code adopted on a school site.

*(cf. 5132 - Dress ~~Code~~ and Grooming)*

Adopted: 2-14

Amended: 10/14, 11-15-16, 6-12-18, 11-17-20

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.6.f. APPROVE AMENDMENT TO BOARD POLICY AND  
ADMINISTRATIVE REGULATION 5145.7 SEXUAL HARASSMENT –  
First Reading**

ACTION

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**ISSUE:** Should the Board of Education approve the amendment to Board Policy and Administrative Regulation 5145.7 Sexual Harassment?

**BACKGROUND:** Board Policy updated to include examples of actions to reinforce the district's sexual harassment policy, consistent with NEW LAW (AB 34, 2019) which requires posting the sexual harassment policy on the district's web site and NEW LAW (AB 543, 2019) which requires displaying a poster and providing the sexual harassment policy in student orientations. Policy also reflects NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which require that complaints of behavior that meets the federal definition of sexual harassment be addressed through new Title IX complaint procedures. Title of compliance officer changed to Title IX Coordinator throughout policy pursuant to federal regulations. Policy updated to clarify that, in some instances, it may be necessary to concurrently review a sexual harassment complaint under both the Title IX sexual harassment complaint procedures and the district's uniform complaint procedures (UCP) in order to meet the applicable timelines. Policy also adds the requirement to provide supportive measures to the respondent as well as the complainant. Regulation updated to reflect NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which amend the process for resolving complaints of sexual harassment, including, but not limited to, requirements to designate a Title IX Coordinator and disseminate the Coordinator's contact information. Regulation also reflects NEW LAW (AB 543, 2019) which requires the district to create a poster notifying students of the district's sexual harassment policy and to display the poster in specified locations, and requires the district to provide a copy of the policy to students as part of any orientation program for new and continuing students. Regulation reflects NEW LAW (AB 34, 2019) which requires the district to post the district's sexual harassment policy and the definition of sexual harassment in a prominent location on the district's web site. Regulation updated to add section on "Definitions," including the federal definition of sexual harassment for purposes of applying the Title IX complaint procedures. Section identifying the Title IX Coordinator(s) moved and revised to reference CSBA's AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Section on "Notifications" adds requirement to notify students and parents/guardians that the district does not discriminate on the basis of sex and that inquiries about the application of Title IX may be referred to the Title IX Coordinator or the U.S. Department of Education; deletes requirement to provide contact information of the Title IX Coordinator to employees, bargaining units, and job applicants which is addressed in AR 4119.11/4219.11/4319.11 - Sexual Harassment; and reflects NEW LAW (AB 34, 2019) which requires districts to post the definition of sex discrimination and harassment in a prominent location on the district's web site. Board Policy 5145.7 is being submitted with recommended language from CSBA.

- ALTERNATIVES:**
1. Approve amendment to Board Policy and Administrative Regulation 5145.7 Sexual Harassment.
  2. Do not approve amendment to Board Policy and Administrative Regulation 5145.7 Sexual Harassment.

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

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 BOARD POLICY

Series 5000

Students

BP 5145.7(a)

## Sexual Harassment

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.-

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

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

The district strongly encourages ~~any student~~ students who ~~feels~~ feel that ~~he/she is~~ they are being or ~~has~~ have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, ~~or who~~ ~~has~~ have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact ~~his/her~~ their teacher, the principal, ~~the district's Title IX Coordinator~~, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the ~~Title IX Coordinator. principal or a district compliance officer. Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.~~

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

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

~~*(cf. 1312.1 - Complaints Concerning District Employees)*~~

~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~

~~*(cf. 5131 - Conduct)*~~

~~*(cf. 5131.2 - Bullying)*~~

~~*(cf. 5137 - Positive School Climate)*~~

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

~~*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*~~

~~*(cf. 5145.3 - Nondiscrimination/Harassment)*~~

~~*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)*~~

~~Complaints regarding sexual harassment shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3 - Uniform Complaint Procedures. Principals~~

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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Students

BP 5145.7(b)

~~are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.~~

~~1312.3—Uniform Complaint Procedures)~~

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall ~~take appropriate actions to reinforce the district's~~ inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

## Instruction/Information

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

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even ~~where~~when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and ~~prompt~~ action shall be taken to ~~stop any~~respond to harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made



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7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will ~~take interim~~ implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation ~~and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment Complaint Process and~~

~~Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3—Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.~~

~~(cf. 1312.3—Uniform Complaint Procedures)~~

## Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)

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

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

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall ~~have/her employment terminated~~ be subject to disciplinary action, up to and including dismissal, in accordance with law, and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

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

~~(cf. 4119.11/4219.11/4319.11—Sexual Harassment)~~

## Record-Keeping

~~The~~In accordance with law and district policies and regulations, the Superintendent or designee

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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BP 5145.7(d)

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

(cf. 3580 - District Records)

## **Legal Reference:**

### EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

48985 Notices, report, statements and records in primary language

### CIVIL CODE

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

1714.1 Liability of parents/guardians for willful misconduct of minor

### GOVERNMENT CODE

12950.1 Sexual harassment training

### CODE OF REGULATIONS, TITLE 5

4600-~~4687~~4670 Uniform complaint procedures

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

### UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX, ~~discrimination~~ of the Education Amendments of 1972

### UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

### UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

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

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

### CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.~~74~~82 Nondiscrimination on the basis of sex in education programs

### COURT DECISIONS

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

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

Reese v. Jefferson School District, (~~2001~~2000, 9th Cir.) 208 F.3d 736

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

Gebser v. Lago Vista Independent School District, (1998) -524 U.S. ~~274~~Oona274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

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

## **Management Resources:**

### CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

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~~Dear Colleague Letter: Transgender Students, May 2016~~

~~Q&A on Campus Sexual Misconduct, September 2017~~

~~Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016~~

~~Dear Colleague Letter: Title IX Coordinators, April 2015~~

~~Questions and Answers on Title IX and Sexual Violence, April 2014~~

~~Dear Colleague Letter: Sexual Violence, April 4, 2011~~

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

~~Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001~~

## WEB SITES

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

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Adopted: 3-2-93

Amended: 9-17-02, 6-9-09, 8-21-12, 2-17-15, 11-15-16, 11-17-20

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 5000

Students

AR 5145.7(a)

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## Sexual Harassment

~~The district designates the following individual as the responsible employee to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AR 1312.3—Uniform Complaint Procedures. The coordinator/compliance officer may be contacted at:~~

~~Assistant Superintendent, Human Resources  
5801 Conifer Street  
Oak Park, CA 91360  
818-735-3200  
lheilbron@opusd.org~~

~~(cf. 1312.3—Uniform Complaint Procedures)~~

## Definitions

~~Prohibited s~~ Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

~~(cf. 1312.3 Uniform Complaint Procedures)~~

~~(cf. 5131 - Conduct)~~

~~(cf. 5131.2 - Bullying)~~

~~(cf. 5137—Positive School Climate)~~

~~(cf. 5145.3 - Nondiscrimination/Harassment)~~

~~(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)~~

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it

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has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*

### Examples of Sexual Harassment

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way

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9. Impeding or blocking ~~normal~~ movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

## Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

Stewart McGugan  
Assistant Superintendent, Human Resources  
5801 Conifer Street  
Oak Park, CA 91360  
818-735-3200  
smcgugan@opusd.org

*(cf. 1312.3 - Uniform Complaint Procedures)*  
*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*

The district shall notify students, parents/guardians, employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

## Notifications

### Reporting Process and Complaint Investigation and Resolution

The Superintendent or designee shall notify students and parents/guardians that the district does not discriminate on the basis of sex as required by Title IX and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

*(cf. 5145.6 - Parental Notifications)*

A copy of the district's sexual harassment policy and regulation shall:

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1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)
2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6; 34 CFR 106.8)

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
7. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to students or parents/guardians (34 CFR 106.8)

The Superintendent or designee shall also post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

### Reporting Complaints

A student or parent/guardian who believes that the student ~~Any student who believes that he/she~~

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has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to ~~his/her~~ teacher, the principal, ~~the district's Title IX Coordinator~~, or any other available school employee. Within one school day of receiving such a report, the ~~principal or other~~ school employee shall forward the report to the ~~principal or the district's compliance officer identified in AR 1312.3. In addition, any~~ district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

~~student shall, within one school day, report his/her observation to the principal or a district compliance officer. The employee shall take these actions, whether or not the alleged victim files a complaint.~~

When a report ~~or complaint~~ of sexual harassment involves off-campus conduct, the ~~principal~~ Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. ~~If he/she~~ If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the ~~principal or compliance officer~~ Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with ~~the district's uniform complaint procedures.~~ Regardless of whether a formal complaint is filed, the principal or compliance officer shall take steps to investigate the allegations and, if sexual harassment is found, shall take prompt action to stop it, prevent recurrence, and address any continuing effects. ~~applicable district complaint procedures.~~

~~All complaints If a complaint of sexual harassment is initially submitted to the principal, he/she shall, within two school days, forward the report to the compliance officer to initiate investigation of the complaint. The compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AR 1312.3.~~

~~In investigating a sexual harassment complaint, evidence of past sexual relationships of the victim shall not be considered, except to the extent that such evidence may relate to the victim's prior relationship with the respondent.~~

~~In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint.~~



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## Confidentiality

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

~~However, when a complainant or victim of sexual harassment notifies the district of the harassment but requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.~~

~~When a complainant or victim of sexual harassment notifies the district of the harassment but requests that the district not pursue an investigation, the district will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.~~

~~(cf. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)  
(cf. 5125—Student Records)~~

## Response Pending Investigation

~~When an incident of sexual harassment is reported, the principal or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take immediate measures necessary to stop the harassment and protect students and/or ensure their access to the educational program. To the extent possible, such interim measures shall not disadvantage the complainant or victim of the alleged harassment. Interim measures may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the alleged harasser and allow the complainant to change academic and extracurricular arrangements as appropriate. The school should also ensure that the complainant is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such actions shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school-sponsored or school-related programs or activities.~~

## Notifications

A copy of the district's sexual harassment policy and regulation shall:

~~1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)~~

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

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AR 5145.7(g)

~~2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)  
(cf. 5145.6—Parental Notifications)~~

~~A copy of the district's sexual harassment policy and regulation shall be posted on district and school web sites and, when available, on district-supported social media.~~

~~(cf. 1113—District and School Web Sites)~~

~~(cf. 1114—District Sponsored Social Media)~~

~~3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)~~

~~4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)~~

~~5. Be included in the student handbook~~

~~6. Be provided to employees and employee organizations~~

## Complaint Procedures

All complaints and allegations of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to BP/AR 1312.3 - Uniform Complaint Procedures.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, implement remedies, and address any continuing effects.

Adopted: 3-2-93

Amended: 9-17-02, 3-09, 3-12, 10-14, 11-15-16, 11-17-20

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: B.6.g. APPROVE ADOPTION OF ADMINISTRATIVE REGULATION AND EXHIBIT 5145.71 TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES – First Reading**

ACTION

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**ISSUE:** Should the Board of Education approve Adoption of Administrative Regulation and Exhibit 5145.71 Title IX Sexual Harassment Complaint Procedures?

**BACKGROUND:** New regulation reflects NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026) which establish a Title IX complaint procedure for addressing complaints of behavior that meets the federal definition of sexual harassment. Regulation describes the types of behavior subject to these complaint procedures, the process for filing a complaint with the Title IX Coordinator, the offer of supportive measures to the complainant, the option for the parties to participate in an informal resolution process, required notifications, the investigation process, issuance of a written decision, the right to appeal the decision, and the requirement to maintain records of sexual harassment complaints and training materials for seven years.(AR revised) Regulation updated to clarify that a sexual harassment complaint that is dismissed or denied under Title IX may still be subject to review under the district's UCP and thus the two procedures should be implemented concurrently in order to meet the applicable timelines. Regulation also updated to clarify that the applicability of the Title IX sexual harassment complaint procedures is limited to conduct that allegedly occurs in an education program or activity over which the district exercises control; add optional language providing that an employee must forward a report of sexual harassment to the Title IX Coordinator within one day, consistent with AR 5145.7 - Sexual Harassment; revise the timeframe for concluding the complaint process from 45 to 60 days to align with requirements of the UCP; reflect the right to appeal the district's decision to the California Department of Education consistent with the UCP or to pursue civil law remedies; and add the requirement to maintain a record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment. New exhibit presents a sample of the required notification to students and parents/guardians regarding the district's Title IX sexual harassment policy, the district's Title IX coordinator, and grievance procedures pursuant to 34 CFR 106.8. Administrative Regulation and Exhibit 5145.71 are being recommended for adoption by CSBA.

**ALTERNATIVES:**

1. Approve adoption of Administrative Regulation and Exhibit 5145.71 Title IX Sexual Harassment Complaint Procedures.
2. Do not approve adoption of Administrative Regulation and Exhibit 5145.71 Title IX Sexual Harassment Complaint Procedures.

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

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.	_____	_____	_____	_____

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### Title IX Sexual Harassment Complaint Procedures

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations brought by or on behalf of students shall be investigated and resolved in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under BP/AR 1312.3 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for BP/AR 1312.3 are concurrently met while implementing the Title IX procedure.

*(cf. 1312.3 - Uniform Complaint Procedures)*

### Reporting Allegations/Filing a Formal Complaint

A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment or to any other available school employee, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

*(cf. 5145.7 - Sexual Harassment)*

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

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Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

### Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

### Emergency Removal from School

A student shall not be disciplined for alleged sexual harassment under Title IX until the investigation has been completed. However, on an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

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If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

### Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

### Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

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### Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

### Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related



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meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

### Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person

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involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

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### Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

The district's decision may be appealed to the California Department of Education within 30 days of the written decision in accordance with BP/AR 1312.3.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

### Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include

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the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

### Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

*(cf. 5144 - Discipline)*

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

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team

*(cf. 6164.5 - Student Success Teams)*

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

*(cf. 4117.7/4317.7 - Employment Status Report)*

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

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(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)  
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

### Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

(cf. 1113 - District and School Web Sites)  
(cf. 3580 - District Records)

### Legal Reference:

#### EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48985 Notices, report, statements and records in primary language

#### CIVIL CODE

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

1714.1 Liability of parents/guardians for willful misconduct of minor

#### GOVERNMENT CODE

12950.1 Sexual harassment training

#### CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

#### UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

#### UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

#### UNITED STATES CODE, TITLE 42

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1983 Civil action for deprivation of rights  
2000d-2000d-7 Title VI, Civil Rights Act of 1964  
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.1-99.67 Family Educational Rights and Privacy  
106.1-106.82 Nondiscrimination on the basis of sex in education programs  
COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567  
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130  
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736  
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629  
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274  
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473  
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

## CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014  
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

## FEDERAL REGISTER

Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579

## U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Q&A on Campus Sexual Misconduct, September 2017

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

## WEB SITES

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

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Adopted: 11-17-20

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## ADMINISTRATIVE REGULATION

*Series 5000*

*Students*

*E 5145.71(a)*

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### Title IX Sexual Harassment Complaint Procedures

#### Notice Of Title IX Sexual Harassment Policy

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to students at all grade levels and their parents/guardians:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC 1681-1688; 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any student for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education or both.

The district has designated and authorized the following employee as the district's Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

Stewart McGugan  
Assistant Superintendent, Human Resources  
5801 Conifer Street  
Oak Park, CA 91377  
818-735-3200  
smcgugan@opusd.org

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures on the district's web site at [www.opusd.org](http://www.opusd.org)

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact the Superintendent's Office at 818-735-3206.

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*E 5145.71(b)*

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Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available at the district office upon request.

Adopted: 11-17-20



**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 17, 2020**

**SUBJECT: B.6.h. APPROVE AMENDMENT TO BOARD BYLAW E9270 – CONFLICT OF INTEREST AND REVISE CONFLICT OF INTEREST CODE - First Reading**

**ACTION**

**ISSUE:** Should the Board of Education approve the amendment to Board Bylaw E9270 – Conflict of Interest and the revised Conflict of Interest Code?

**BACKGROUND:** Government Code 87306.5 states that all Conflict of Interest Codes must be reviewed and amended as needed by local agencies during even-numbered years. The County Supervisors have recommended that the Board revise the disclosure categories of designated positions in the Exhibit for Board Bylaw 9270 and Appendix A of the Conflict of Interest Code which was previously approved by the Board at the September 15 Meeting. The Exhibit and Conflict of Interest Code are being submitted with recommended revisions.

**ALTERNATIVES:**

1. Approve the amendment to Board Bylaw E9270 – Conflict of Interest and the revised Conflict of Interest Code.
2. Do not amend Board Bylaw E9270 – Conflict of Interest and the revised Conflict of Interest Code.

**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 EXHIBIT**

*Series 9000*

*Bylaws of the Board*

*E 9270(a)*

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## **Disclosure Categories**

### **Category 1: Broadest Disclosure (Schedules A-1, A-2, B, C, D, and E)**

- a. All sources of income, gifts, loans and travel payments;
- b. All interests in real property; and
- c. All investments or business positions in business entities.

### **Category 2: Real Property (Schedule B)**

All interest in real property, including interest in real property held by business entities and trusts in which the public official holds a business position or has an investment or other financial interest.

### **Category 3: Land Development, Construction, and Transaction (Schedules A1, A2, C, D, and E)**

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which engage in land development, construction, or real property acquisition or sale.

### **Category 4: Procurement (Schedules A1, A2, C, D, and E)**

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

### **Category 5: Regulation and Permitting (Schedules A1, A2, C, D, and E)**

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated positions, agency or department.

### **Category 6: Funding (Schedules A1, A2, C, D, and E)**

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which receive grants or other funding from or through the designated position's agency or department.

## **Designated Positions**

**Designated Position Disclosure Category**

# OAK PARK UNIFIED SCHOOL DISTRICT

## EXHIBIT

*Series 9000*

*Bylaws of the Board*

*E 9270(b)*

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Governing Board Members 1  
Superintendent of Schools 1  
Assistant Superintendent, Business and Fiscal Services 1  
Assistant Superintendent, Human Resources 1  
Fiscal Services Director 1  
Curriculum and Instruction Director ~~1~~4  
Educational Technology and Information Systems Director ~~1~~4  
Pupil Services Director ~~1~~4  
Preschool Director ~~1~~4  
Student Support and School Safety Director ~~1~~4  
Extended Care Programs Director ~~1~~4  
Bond Programs, Sustainability, Maintenance and Operations Director ~~1~~3  
Principals ~~1~~4

### Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item

# **OAK PARK UNIFIED SCHOOL DISTRICT EXHIBIT**

*Series 9000*

*Bylaws of the Board*

*E 9270(c)*

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## **7. Adopt or grant district approval of district policies, standards, or guidelines**

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

Adopted: 9-17-02

Amended: 9-16-14, 8-16-16, 9-17-18, 9-15-20, [11-17-20](#)

**2020~~18~~ CONFLICT OF INTEREST CODE**  
**Oak Park Unified School District**

The Political Reform Act, Government Code section 81000 et seq., requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the Oak Park Unified School District, and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the Oak Park Unified School District. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A.

**IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.**

**APPROVED AND ADOPTED** this 17~~57~~<sup>th</sup>, day of ~~September~~<sup>November</sup> 2020~~18~~:

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

**EXHIBIT A – DESIGNATED POSITIONS AND FILING OFFICERS**

<b># of POSITIONS</b>	<b>POSITION TITLE</b>	<b>DISCLOSURE CATEGORIES</b> (From Exhibit B)	<b>FILING OFFICER</b> (Designate County Clerk of Board [COB] or Local Agency's Clerk [AC])
<b>5</b>	<b>Board Members</b>	<b>1</b>	<b>COB</b>
<b>1</b>	<b>Superintendent of Schools</b>	<b>1</b>	<b>COB</b>
<b>1</b>	<b>Assistant Superintendent, Business Services</b>	<b>1</b>	<b>COB</b>
<b>1</b>	<b>Assistant Superintendent, Human Resources</b>	<b>1</b>	<b>AC</b>
<b>1</b>	<b>Fiscal Services Director</b>	<b>1</b>	<b>AC</b>
<b>1</b>	<b>Curriculum and Instruction Director</b>	<del>1</del> <b>4</b>	<b>AC</b>
<b>1</b>	<b>Educational Technology and Information Systems Director</b>	<del>1</del> <b>4</b>	<b>AC</b>
<b>1</b>	<b>Preschool Director</b>	<del>1</del> <b>4</b>	<b>AC</b>
<b>1</b>	<b>Student Support and School Safety Director</b>	<del>1</del> <b>4</b>	<b>AC</b>
<b>1</b>	<b>Extended Care Programs Director</b>	<del>1</del> <b>4</b>	<b>AC</b>
<b>1</b>	<b>Bond Programs, Sustainability, Maintenance and Operations Director</b>	<del>1</del> <b>3</b>	<b>AC</b>
<b>6</b>	<b>Principals</b>	<del>1</del> <b>4</b>	<b>AC</b>

## **EXHIBIT B – DISCLOSURE CATEGORIES**

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

### **Category 1 – BROADEST DISCLOSURE**

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

- (1) All sources of *income, gifts, loans* and *travel payments*;
- (2) All *interests in real property*; and
- (3) All *investments* and *business positions* in *business entities*.

### **Category 2 – REAL PROPERTY**

[SEE FORM 700 SCHEDULE B]

All *interests in real property*, including *interests in real property* held by *business entities* and trusts in which the public official holds a business position or has an *investment* or other financial interest.

### **Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans* and *travel payments*, from sources which engage in land development, construction, or real property acquisition or sale.

### **Category 4 – PROCUREMENT**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans* and *travel payments*, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

### **Category 5 – REGULATION AND PERMITTING**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans* and *travel payments*, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

### **Category 6 – FUNDING**

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All *investments, business positions* and sources of *income, gifts, loans* and *travel payments*, from sources which receive grants or other funding from or through the designated position's agency or department.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: NOVEMBER 17, 2020**  
**SUBJECT: VII.1. MONTHLY CASH FLOW REPORT**

INFORMATION

**ISSUE:** Shall the Board receive and review a status report on District's actual and projected cash flow as of October 31st of the 2020-21 fiscal year?

**BACKGROUND:** The State's funding appropriation schedule for school districts is always challenging. Continuing its standard practice of the last several years, the Business Office has produced a monthly cash flow report as an ongoing tool to assist the both the Administration and Board in analyzing and managing the District's cash in order to remain cash-solvent.

**FISCAL IMPACT:** None- for information only.

**RECOMMENDATION:** None - for information only.

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

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent



Oak Park Unified  
56-73874-0000000

**Cashflow Report**  
**2020-21 Adopted as of 10.31.2020**  
Base Year 2020-21; Actuals Through the Month of October

Fund 01

	Object Range	Budget/Beg. Balance	2020 July	August	September	October	November	December	2021 January	February
<b>A. BEGINNING CASH</b>		<b>242,718</b>	<b>242,718</b>	<b>3,853,180</b>	<b>6,104,653</b>	<b>7,644,386</b>	<b>6,753,615</b>	<b>6,552,588</b>	<b>12,023,508</b>	<b>8,445,151</b>
<b>B. RECEIPTS</b>										
LCFF Sources										
Principal Apportionment	8010-8019	26,930,635	947,170	947,170	3,835,413	1,704,906	1,704,906	2,831,618	1,704,906	1,166,119
Property Taxes	8020-8079	11,933,223	82,488	254	26,105	—	402,448	6,351,547	147,137	69,451
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	—	—	—	—	—	—	—
Federal Revenue	8100-8299	1,006,772	—	17,523	1,010,241	—	—	68,568	—	—
Other State Revenue	8300-8599	1,259,020	—	114,355	567,713	(323,394)	188,485	269,900	5,440	—
Other Local Revenue	8600-8799	4,387,714	417,798	218,903	302,712	330,189	493,697	246,445	260,794	796,728
Interfund Transfers in	8910-8929	0	—	—	—	—	—	—	—	—
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
<b>TOTAL RECEIPTS</b>		<b>45,517,364</b>	<b>1,447,455</b>	<b>1,298,205</b>	<b>5,742,183</b>	<b>1,711,701</b>	<b>2,789,536</b>	<b>9,768,078</b>	<b>2,118,277</b>	<b>2,032,298</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999	22,020,666	164,492	2,343,172	2,111,964	2,152,315	2,106,642	2,079,832	2,451,671	2,184,406
Classified Salaries	2000-2999	7,012,919	219,537	511,386	546,794	549,177	624,700	591,366	733,369	634,985
Employee Benefits	3000-3999	10,120,893	90,338	987,410	981,684	991,914	947,124	943,410	1,044,891	997,465
Books and Supplies	4000-4999	1,002,163	46,501	139,913	338,124	43,907	34,668	74,979	40,845	46,451
Services	5000-5999	3,399,448	176,592	72,093	474,909	222,915	272,530	310,649	342,865	202,291
Capital Outlay	6000-6999	0	—	—	—	—	—	—	—	—
Other Outgo	7000-7499	504,774	2,395	2,395	18,828	4,310	—	14,518	56,424	—
Interfund Transfers Out	7600-7629	50,000	50,387	85,388	80,332	90,177	—	50,000	—	—
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
<b>TOTAL DISBURSEMENTS</b>		<b>44,110,863</b>	<b>750,241</b>	<b>4,141,756</b>	<b>4,552,635</b>	<b>4,054,715</b>	<b>3,985,665</b>	<b>4,064,754</b>	<b>4,670,065</b>	<b>4,065,598</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>2,268,880</b>	<b>3,610,462</b>	<b>2,251,474</b>	<b>1,539,732</b>	<b>(890,770)</b>	<b>(201,028)</b>	<b>5,470,920</b>	<b>(3,578,356)</b>	<b>(1,976,553)</b>
<b>F. ENDING CASH (A + E)</b>			<b>3,853,180</b>	<b>6,104,653</b>	<b>7,644,386</b>	<b>6,753,615</b>	<b>6,552,588</b>	<b>12,023,508</b>	<b>8,445,151</b>	<b>6,468,598</b>
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										

Oak Park Unified  
56-73874-0000000

**Cashflow Report**  
**2020-21 Adopted as of 10.31.2020**  
Base Year 2020-21; Actuals Through the Month of October

Fund 01

	Object Range	Budget/Beg. Balance	2021 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
<b>A. BEGINNING CASH</b>		<b>242,718</b>	<b>6,468,598</b>	<b>6,037,172</b>	<b>8,309,613</b>	<b>5,630,400</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>B. RECEIPTS</b>										
LCFF Sources										
Principal Apportionment	8010-8019	26,930,635	2,930,896	1,804,184	1,804,184	1,126,713	4,422,450	—	26,930,635	—
Property Taxes	8020-8079	11,933,223	50,847	4,591,606	116,027	63,524	—	—	11,901,433	31,790
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	—	—	—	—	—	—	—
Federal Revenue	8100-8299	1,006,772	47,290	—	—	67,500	867,495	—	2,078,617	(1,071,845)
Other State Revenue	8300-8599	1,259,020	384,900	5,440	—	275,340	233,444	—	1,721,622	(462,602)
Other Local Revenue	8600-8799	4,387,714	209,227	214,471	275,456	301,949	427,621	—	4,495,991	(108,277)
Interfund Transfers in	8910-8929	0	—	—	—	—	—	—	—	—
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
<b>TOTAL RECEIPTS</b>		<b>45,517,364</b>	<b>3,623,161</b>	<b>6,615,700</b>	<b>2,195,667</b>	<b>1,835,026</b>	<b>5,951,010</b>	<b>—</b>	<b>47,128,298</b>	<b>(1,610,934)</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999	22,020,666	2,165,710	2,166,635	2,157,607	397,890	—	—	22,482,337	(461,671)
Classified Salaries	2000-2999	7,012,919	629,704	623,372	677,560	452,874	—	—	6,794,824	218,095
Employee Benefits	3000-3999	10,120,893	970,492	972,355	975,118	242,190	—	—	10,144,390	(23,497)
Books and Supplies	4000-4999	1,002,163	29,581	54,068	100,717	131,134	—	—	1,080,889	(78,726)
Services	5000-5999	3,399,448	136,797	227,675	200,041	412,486	—	—	3,051,842	347,606
Capital Outlay	6000-6999	0	—	—	—	—	—	—	—	—
Other Outgo	7000-7499	504,774	14,518	351	36,356	64,207	290,472	—	504,774	(0)
Interfund Transfers Out	7600-7629	50,000	—	—	—	—	—	—	356,285	(306,285)
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
<b>TOTAL DISBURSEMENTS</b>		<b>44,110,863</b>	<b>3,946,803</b>	<b>4,044,456</b>	<b>4,147,398</b>	<b>1,700,781</b>	<b>290,472</b>	<b>—</b>	<b>44,415,340</b>	<b>(304,477)</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>2,268,880</b>	<b>(431,426)</b>	<b>2,272,441</b>	<b>(2,679,213)</b>	<b>(556,147)</b>	<b>11,323,471</b>	<b>—</b>	<b>16,155,006</b>	
<b>F. ENDING CASH (A + E)</b>			<b>6,037,172</b>	<b>8,309,613</b>	<b>5,630,400</b>	<b>5,074,253</b>	<b>—</b>	<b>—</b>	<b>—</b>	
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>									<b>16,397,724</b>	

Oak Park Unified  
56-73874-0000000

**Cashflow Report**  
**2020-21 Adopted as of 10.31.2020**  
Base Year 2020-21; Actuals Through the Month of October

Fund 01

	Object Range	Budget/Beg. Balance	2020 July	August	September	October	November	December	2021 January	February
<b>D. BALANCE SHEET ITEMS</b>										
<b>Assets and Deferred Outflows</b>										
Cash Not in Treasury	9111-9199	2,000	—	—	—	—	—	—	—	—
Accounts Receivable	9200-9299	7,186,634	5,574,400	36,979	64,505	1,248,599	1,305,910	767	3,302	—
Due From Other Funds	9310	3,468	—	3,468	—	—	—	—	—	—
Stores	9320	0	—	—	—	—	—	—	—	—
Prepaid Expenditures	9330	15,899	5,953	—	—	—	—	—	—	—
Other Current Assets	9340	0	—	—	—	—	—	—	—	—
Deferred Outflows of Resources	9490	0	—	—	—	—	—	—	—	—
<b>SUBTOTAL</b>		<b>7,208,002</b>	<b>5,580,352</b>	<b>40,447</b>	<b>64,505</b>	<b>1,248,599</b>	<b>1,305,910</b>	<b>767</b>	<b>3,302</b>	<b>—</b>
<b>Liabilities and Deferred Inflows</b>										
Accounts Payable	9500-9599	5,263,658	3,667,105	(209,578)	(285,679)	(203,644)	310,809	233,171	184,870	(56,746)
Due To Other Funds	9610	966,535	(1,000,000)	1,000,000	—	—	—	—	—	—
Current Loans	9640	0	—	(5,845,000)	—	—	—	—	845,000	—
Unearned Revenues	9650	115,429	—	—	—	—	—	—	—	—
Deferred Inflows of Resources	9690	0	—	—	—	—	—	—	—	—
<b>SUBTOTAL</b>		<b>6,345,622</b>	<b>2,667,105</b>	<b>(5,054,578)</b>	<b>(285,679)</b>	<b>(203,644)</b>	<b>310,809</b>	<b>233,171</b>	<b>1,029,870</b>	<b>(56,746)</b>
<b>Nonoperating</b>										
Suspense Clearing	9910	0	—	—	—	—	—	—	—	—
<b>TOTAL BALANCE SHEET ITEMS</b>		<b>862,379</b>	<b>2,913,248</b>	<b>5,095,025</b>	<b>350,184</b>	<b>1,452,243</b>	<b>995,101</b>	<b>(232,404)</b>	<b>(1,026,568)</b>	<b>56,746</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>			<b>2,268,880</b>	<b>3,610,462</b>	<b>2,251,474</b>	<b>1,539,732</b>	<b>(890,770)</b>	<b>(201,028)</b>	<b>5,470,920</b>	<b>(3,578,356)</b>
<b>F. ENDING CASH (A + E)</b>			<b>3,853,180</b>	<b>6,104,653</b>	<b>7,644,386</b>	<b>6,753,615</b>	<b>6,552,588</b>	<b>12,023,508</b>	<b>8,445,151</b>	<b>6,468,598</b>
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										

Oak Park Unified  
56-73874-0000000

**Cashflow Report**  
**2020-21 Adopted as of 10.31.2020**  
Base Year 2020-21; Actuals Through the Month of October

Fund 01

	Object Range	Budget/Beg. Balance	2021 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
<b>D. BALANCE SHEET ITEMS</b>										
<b>Assets and Deferred Outflows</b>										
Cash Not in Treasury	9111-9199	2,000	—	—	—	—	—	—	—	
Accounts Receivable	9200-9299	7,186,634	—	—	—	—	5,951,010	—	14,185,472	
Due From Other Funds	9310	3,468	—	—	—	—	—	—	3,468	
Stores	9320	0	—	—	—	—	—	—	—	
Prepaid Expenditures	9330	15,899	—	—	—	—	—	—	5,953	
Other Current Assets	9340	0	—	—	—	—	—	—	—	
Deferred Outflows of Resources	9490	0	—	—	—	—	—	—	—	
<b>SUBTOTAL</b>		<b>7,208,002</b>	—	—	—	—	<b>5,951,010</b>	—	<b>14,194,893</b>	
<b>Liabilities and Deferred Inflows</b>										
Accounts Payable	9500-9599	5,263,658	107,785	298,803	727,481	690,391	288,077	—	5,752,845	
Due To Other Funds	9610	966,535	—	—	—	—	—	—	—	
Current Loans	9640	0	—	—	—	—	—	—	(5,000,000)	
Unearned Revenues	9650	115,429	—	—	—	—	—	—	—	
Deferred Inflows of Resources	9690	0	—	—	—	—	—	—	—	
<b>SUBTOTAL</b>		<b>6,345,622</b>	<b>107,785</b>	<b>298,803</b>	<b>727,481</b>	<b>690,391</b>	<b>288,077</b>	—	<b>752,845</b>	
<b>Nonoperating</b>										
Suspense Clearing	9910	0	—	—	—	—	—	—	—	
<b>TOTAL BALANCE SHEET ITEMS</b>		<b>862,379</b>	<b>(107,785)</b>	<b>(298,803)</b>	<b>(727,481)</b>	<b>(690,391)</b>	<b>5,662,933</b>	—	<b>13,442,048</b>	
<b>E. NET INCREASE/DECREASE (B - C + D)</b>										
		<b>2,268,880</b>	<b>(431,426)</b>	<b>2,272,441</b>	<b>(2,679,213)</b>	<b>(556,147)</b>	<b>11,323,471</b>	—	<b>16,155,006</b>	
<b>F. ENDING CASH (A + E)</b>										
			<b>6,037,172</b>	<b>8,309,613</b>	<b>5,630,400</b>	<b>5,074,253</b>	—	—	—	
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										
									<b>16,397,724</b>	

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 17, 2020**

**SUBJECT: VII.2. 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 November 4, 2020?

**BACKGROUND:** As an ongoing tool to assist the Administration and Board in implementing and managing the District's Measure S bond program and master plan, the Business Office, in conjunction with its construction management team, has produced the following monthly status report on the progress of authorized Measure S bond projects for the Board's information and review.

**FISCAL IMPACT:** None - for information only.

**RECOMMENDATION:** None - for information only.

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

Respectfully submitted,

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Anthony W. Knight, Ed.D.  
Superintendent



**Consolidated Budget Status Report**  
Budgets versus Commitments and Expenditures for multiple Projects

**Budget vs. Commitments and Expenditures**

School/Project Name	Budget				Commitments		Expenditures		Current Status	Project Comments (current only)
	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
<b>Measure S Management</b>					-		-			
Measure S General Architecture Planning Services	155,160	-	-	155,160	155,160	-	155,160	-	Complete	CLOSED
Measure S District Salaries (3)	1,000,000	281,190	-	1,281,190	1,086,563	194,627	849,435	237,128	Future	
17-58S General Planning & Architectural Services (1) (3) (4)	90,821	29,400	-	120,221	119,400	821	101,952	17,448	Complete	HED General Planning
Measure S Program Direct Software, Equipment & Su	251,000	-	-	251,000	210,946	40,054	210,342	604	In Design	IN PROGRESS
Measure S General CM Services-Balfour Beatty	900,000	(425,437)	-	474,563	374,793	99,770	374,793	-	In Close-Out	IN PROGRESS
	<b>2,396,981</b>	<b>(114,847)</b>	-	<b>2,282,134</b>	<b>1,946,863</b>	<b>335,272</b>	<b>1,691,682</b>	<b>255,180</b>		
<b>Brookside Elementary School</b>					-		-			
17-32S Security Fencing	99,940	(41,450)	-	58,490	58,490	-	58,490	-	Future	Phase-1 Complete/Phase-2 Future
17-42S Modernization Campus Wide	10,000	-	-	10,000	10,000	-	10,000	-	Complete	NOC APPROVED 09/15/17
17-47S Administration Building DSA Cert. (1) (3) (4)	1,302,493	87,763	-	1,390,256	1,285,364	104,892	1,285,364	-	Future	IN PROGRESS
18-11S Design HVAC System Upgrade, BLDG 200 & 300	3,400	-	-	3,400	3,400	-	3,400	-	Complete	CLOSED
18-18S Classroom Replacement(4) Phase 1	3,648,750	-	-	3,648,750	326,920	3,321,830	326,920	-	In Design	IN PROGRESS
19-28S Extend Shared Wall Room 216	11,200	-	-	11,200	11,200	-	11,200	-	Complete	
19-30S Extend Height of Playground Fence	25,034	-	-	25,034	25,034	-	25,034	-	In Close-Out	
20-17S Remove and Replace Foundation on Portable C (1)	46,571	1,212	-	47,783	46,099	1,684	46,099	-	Future	
20-16S Innovation Lab BES (1)	47,200	-	-	47,200	47,200	-	47,200	-	Future	
	<b>5,194,587</b>	<b>47,525</b>	-	<b>5,242,112</b>	<b>1,813,706</b>	<b>3,428,406</b>	<b>1,813,706</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>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 (1) (3)	256,055	-	-	256,055	153,633	102,422	120,761	32,872	Future	IN PROGRESS
19-10S Collaborative Furniture	200,000	-	-	200,000	196,043	3,957	195,708	335	Future	
19-31S Security Raptor Software Districtwide	45,710	(343)	-	45,367	45,367	-	45,367	-	In Construction	
20-04S Collaborative Furniture (1) (4)	102,376	-	-	102,376	102,376	0	64,633	37,743	Future	
20-10S Exterior Repairs to Portables at BES/MCMS	59,834	1,200	-	61,034	61,034	-	61,034	-	Complete	
20-21S Outdoor Furniture Purchases DW (1)	86,479	-	-	86,479	79,834	6,645	79,834	-	Future	
	<b>8,438,272</b>	<b>47,919</b>	-	<b>8,486,191</b>	<b>8,373,166</b>	<b>113,025</b>	<b>8,302,216</b>	<b>70,950</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>15,700</b>	<b>15,700</b>	-	<b>15,700</b>	-		
<b>Medea Creek Middle School</b>					-		-			
17-23S Roof Replacement	83,000	(22,684)	-	60,316	60,316	-	60,316	-	Complete	NOC APPROVED 08/15/17
17-24S HVAC Replacement	276,810	54,977	-	331,787	331,787	0	331,787	-	Closed	NOC APPROVED 08/15/17
17-36S Modernization Campus Wide	5,058	4,942	-	10,000	10,000	-	10,000	-	Complete	NOC APPROVED 09/15/17
17-35S Kitchen Improvements	1,506,394	-	-	1,506,394	1,566,445	(60,051)	1,566,150	295	Close-Out	NOC APPROVED 1/23/19
18-03S Security Fencing Parking Lot	42,630	-	-	42,630	42,630	-	42,630	-	Complete	NOC APPROVED 05/17/18
18-07S Sidewalk and Handrail Installation, Buildin	26,937	-	-	26,937	26,937	-	26,937	-	Complete	NOC APPROVED 02/20/18
18-21S Classroom Replacement (1) (2) (3)	4,903,463	505,862	19,496	5,428,821	5,080,985	347,836	4,363,007	717,978	Future	IN PROGRESS
18-25S MPR High Roof Replacement	160,135	-	-	160,135	165,457	(5,322)	165,457	-	Complete	NOC APPROVED 8/12/18
18-36S Library Wall Removal	3,500	-	-	3,500	3,500	-	3,500	-	Complete	CLOSED



Consolidated Budget Status Report  
Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures

School/Project Name	Budget				Commitments		Expenditures		Current Status	Project Comments (current only)
	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
18-39S 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	
20-12S Renovate Lobby MCMS (1) (4)	19,808	899	-	20,707	20,707	-	20,707	-	Complete	
	7,304,400	605,360	19,496	7,929,256	7,653,239	276,017	6,915,659	737,580		
Oak Hills Elementary School						-		-		
17-25S HVAC Replacement	143,189	(3,352)	-	139,837	133,652	6,184	133,652	-	Complete	NOC APPROVED 08/15/17
17-38S Modernization Campus Wide	15,000	-	-	15,000	15,000	-	15,000	-	Complete	NOC APPROVED 09/15/17
17-32S Security Fencing	50,000	(1,155)	-	48,845	48,845	-	48,845	-	Complete	NOC APPROVED 10/17/17
19-09S/18-19S Add Modular Classrooms (1) (2)	358,700	54,717	54,800	468,217	215,220	252,997	215,220	-	Close Out	
19-02S Area Drain Improvements Rooms 8-11	13,640	(1,240)	-	12,400	12,400	-	12,400	-	Closed	NOC Approved 5/14/19
19-12F OHES Running Track	25,084	4,471	-	29,555	29,555	-	29,555	-	Complete	NOC 9-17-2019
19-13S OHES Fencing @ Park (3)	135,042	0	-	135,042	120,691	14,351	120,517	174	Complete	
19-20S Kindergarten Flooring Classrooms	19,223	-	-	19,223	19,223	-	19,223	-	In Close-Out	
19-29S Extend Wall Between Conf/Copy Room	11,732	-	-	11,732	11,732	-	11,732	-	Complete	
20-03S Innovation Lab OHES (1) (2)	65,731	-	(575)	65,156	65,156	-	65,156	-	In Construction	
	837,340	53,440	54,225	945,006	671,474	273,532	671,300	174		
Oak Park High School						-		-		
17-34S Security Lighting at Cul De Sac	376,862	(93,728)	-	283,134	283,134	0	283,134	-	Complete	NOC APPROVED 09/19/17
17-28S Roof Replacement	125,000	(70,295)	-	54,705	54,705	0	54,705	-	Complete	NOC APPROVED 08/15/17
17-27S HVAC Replacement	96,219	1,011	-	97,230	97,230	0	97,230	-	Complete	NOC APPROVED 08/15/17
17-32S Security Fencing (Ornamental @ Stadium)	249,060	(50,226)	-	198,834	139,864	58,970	139,864	-	Complete	NOC APPROVED 5/17/18
17-57S Safety Lighting	30,000	(5,109)	-	24,891	-	24,891	-	-	Complete	NOC APPROVED 02/20/18
18-01S Football Field Fencing	56,370	-	-	56,370	56,370	-	56,370	-	Complete	NOC APPROVED 03/20/18
18-02S Fencing Girls Varsity Softball Field	42,885	-	-	42,885	42,855	30	42,855	-	Complete	NOC APPROVED 5/17/18
18-24S Safety Security Fencing @ Library & Gates	52,800	-	-	52,800	62,010	(9,210)	62,010	-	Complete	NOC APPROVED 8/12/18
18-23S OPHS Stadium Safety Rail Repair	20,650	2,800	-	23,450	23,450	-	23,450	-	Complete	OC APPROVED 8/12/18
18-46S OPHS Stairs & Sidewalk-Athletic Facilities	117,838	4,245	-	122,083	122,083	-	122,083	-	Complete	NOC APPROVED 12/11/18
19-19S Art Court Phase II (1)	229,138	-	-	229,138	229,138	0	217,771	11,367	Future	
19-23S Tennis Court Resurfacing	44,084	-	-	44,084	44,084	-	44,084	-	In Close-Out	
19-27S Repair Wood Columns @OPHS	19,655	-	-	19,655	19,655	-	19,655	-	Complete	
20-05S Basketball Courts Resurfacing OPHS	20,052	-	-	20,052	20,052	-	20,052	-	Future	
20-22S Economizers OPHS F Bldg. HVAC's (1) (4)	25,756	-	-	25,756	25,756	-	25,756	-	Future	
	1,506,370	(211,302)	-	1,295,067	1,220,386	74,682	1,209,018	11,367		
Oak Park Neighborhood School						-		-		
19-08S OPNS Arch Svcs for DSA Certific (2) (3)	189,285	-	274,054	463,339	30,453	432,886	30,453	-	In Close-Out	
	189,285	-	274,054	463,339	30,453	432,886	30,453	-		
Oak View High School						-		-		
19-26S Reno Bldg Ext at OVHS	175,763	(763)	-	175,000	163,763	11,237	163,763	-	Future	
	175,763	(763)	-	175,000	163,763	11,237	163,763	-		
Red Oak Elementary School						-		-		
17-37S Modernization Campus Wide	10,000	-	-	10,000	10,000	-	10,000	-	Complete	NOC APPROVED 09/15/17
17-32S Security Fencing	5,400	(1,540)	-	3,860	3,860	-	3,860	-	Complete	NOC APPROVED 08/15/17
18-20S Modular Classroom Replacement (1) (3) (4)	6,564,170	24,400	-	6,588,570	596,863	5,991,706	497,852	99,011	Future	IN PROGRESS
19-01S MPR Structural Repairs	37,849	(3,441)	-	34,408	34,408	-	34,408	-	Complete	NOC APPROVED 3/19/19
19-14S ROES Phase 1 Safety/Security Fencing	148,440	(18,040)	-	130,400	130,400	-	130,400	-	Complete	NOC APPROVED 10/15/2019
19-16S ROES Phase 2 Safety/Security Fencing	75,873	0	-	75,873	69,615	6,258	69,615	-	Completed	NOC APPROVED 10/15/2019



Consolidated Budget Status Report  
Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures

School/Project Name	Budget				Commitments		Expenditures		Current Status	Project Comments (current only)
	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
20-11S Restroom Upgrades at ROES (1) (3)	86,466	-	-	86,466	86,298	168	85,748	550	Future	
20-13S Paint Admin Interior	17,601	-	-	17,601	17,601	-	17,601	-	Complete	
20-14S Flooring for Admin + 7 Classrooms	49,125	-	-	49,125	49,125	-	49,125	-	In Close-Out	
20-15S Innovation Lab at ROES (1)	44,065	-	-	44,065	44,065	-	44,065	-	Planning	
20-18S Renovate Exteriors of Buildings B & C @ROES (1) (3)	100,050	-	-	100,050	80,970	19,080	920	80,050	Future	
	<b>7,139,038</b>	<b>1,379</b>	<b>-</b>	<b>7,140,417</b>	<b>1,123,205</b>	<b>6,017,212</b>	<b>943,595</b>	<b>179,610</b>		
<b>TECH</b>					<b>-</b>		<b>-</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	(794)	-	17,206	17,206	-	17,206	-	Complete	Project complete
18-30S MCMS Library Computer Lab Refresh	47,000	-	-	47,000	37,106	9,894	37,106	-	In Progress	IN PROGRESS
18-31F 3-D Printers	31,500	-	-	31,500	26,882	4,618	26,882	-	In Progress	IN PROGRESS
18-28S DW Chromebook Refresh	250,000	-	-	250,000	209,943	40,057	209,943	-	In Progress	IN PROGRESS
18-29S Flat Panel Displays @ MCMS & OPHS	36,100	-	-	36,100	31,124	4,976	31,124	-	In Progress	IN PROGRESS
18-42S MCMS Computer on Wheels Laptops for Art Cla	30,000	(11,019)	-	18,981	18,981	-	18,981	-	Complete	PROJECT COMPLETE
18-43S DW Virtual Reality Pilot Program	6,000	-	-	6,000	5,148	852	5,148	-	In Progress	IN PROGRESS
18-44S I-Pad Refresh of K-2 Totes	325,000	-	-	325,000	302,138	22,862	302,138	-	In Progress	IN PROGRESS
18-49F iMacs for Tech Lab MCMS	10,000	-	-	10,000	20,000	(10,000)	8,052	11,948	In Progress	IN PROGRESS
19-03S Replace Smartboard Projectors	24,000	-	-	24,000	22,448	1,552	21,081	1,367	In Construction	PROJECT APPROVED 2/19/19
19-04S District Refresh & Spare Computer Equipment	50,000	-	-	50,000	53,415	(3,415)	53,415	-	In Construction	PROJECT APPROVED 2/19/19
19-06S Promethean Smart Board Replacement at OHES	82,409	(1,180)	-	81,229	81,229	-	81,229	-	In Close-Out	IN CLOSEOUT
19-07F Chromebook 1:1 Take Home 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	243,400	7,935	-	251,335	251,335	(0)	251,335	-	Complete	BOARD APPROVED 6-4-19
19-24S Additional Security Cameras DW Phase 4	38,029	-	-	38,029	38,029	-	38,029	-	In Close-Out	
20-01S Next Generation MacBook Pro Pilot Program (1)	20,451	-	-	20,451	20,451	-	8,576	11,875	Future	
20-02S Interactive Flat Panel Displays for Element	15,000	-	-	15,000	-	15,000	-	-	Future	
20-08S Apple iPad Air Refresh (1)	34,544	-	-	34,544	34,544	-	34,544	-	Future	
20-09S District Network Firewall Refresh (1)	285,524	-	-	285,524	285,524	-	285,524	-	Out for Bid	
20-19S Staff Laptop Refresh (1)	198,069	28,916	-	226,985	226,985	-	205,220	21,766	In Construction	
20-20S Chromebook 1:1 Program (1)	333,436	-	-	333,436	333,436	-	333,436	-	Future	
20-24S Oak Park High School Engineering Workstatio (1)	69,534	-	-	69,534	69,534	-	69,534	-	Future	
20-25S Apple iPad Air Refresh Wave 3 (1) (3)	33,030	-	-	33,030	33,030	-	795	32,235	Future	
	<b>3,329,949</b>	<b>223,990</b>	<b>-</b>	<b>3,553,939</b>	<b>3,309,049</b>	<b>244,890</b>	<b>3,128,618</b>	<b>180,431</b>		
<b>Totals</b>	<b>36,605,727</b>	<b>652,700</b>	<b>347,775</b>	<b>37,606,203</b>	<b>26,356,059</b>	<b>11,250,144</b>	<b>24,911,517</b>	<b>1,444,542</b>		



**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: NOVEMBER 17, 2020**

**SUBJECT: VII.3. MONTHLY GENERAL FUND BUDGET REPORT**

INFORMATION

**ISSUE:** Shall the Board receive and review a status report on District's General Fund operating budget through October 31st of the 2020-21 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 2020/21 Through October 2020

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rec'd
<b>REVENUE DETAIL</b>						
<b>LCFF Revenue Sources</b>						
8011-8019	LCFF State Aid	26,930,635.00	26,930,635.00	7,434,659.00	19,495,976.00	27.61%
8020-8079	Property Taxes	11,933,223.00	11,933,223.00	108,846.41	11,824,376.59	0.91%
	<b>Total LCFF Revenue Sources</b>	<b>38,863,858.00</b>	<b>38,863,858.00</b>	<b>7,543,505.41</b>	<b>31,320,352.59</b>	<b>19.41%</b>
<b>Federal Revenues</b>						
8100-8299	Federal Revenues	1,006,772.00	1,006,772.00	1,027,764.00	20,992.00-	102.09%
<b>Other State Revenues</b>						
8300-8599	Other State Revenues	1,259,020.00	1,259,020.00	358,673.71	900,346.29	28.49%
<b>Other Local Revenue</b>						
8600-8799	Other Local Revenues	4,387,714.00	4,387,714.00	1,269,601.66	3,118,112.34	28.94%
	<b>Total Year To Date Revenues</b>	<b>45,517,364.00</b>	<b>45,517,364.00</b>	<b>10,199,544.78</b>	<b>35,317,819.22</b>	<b>22.41%</b>

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>EXPENDITURE DETAIL</b>							
<b>Certificated Salaries</b>							
1100-1199	Certificated Teacher Salaries	17,918,712.00	17,918,712.00	12,162,479.99	5,525,262.95	230,969.06	30.84%
1160	Certificated Salaries Stipends	356,389.00	355,939.00	126,924.80	46,103.20	182,911.00	12.95%
1200	Certificated Pupil Support Salaries	1,740,521.00	1,740,521.00	1,254,727.81	537,229.98	51,436.79-	30.87%
1260	Counselor Stipend	10,085.00	10,085.00	8,400.00	2,100.00	415.00-	20.82%
1300	Certificated Supervisors' & Administrators' Salaries	1,994,959.00	1,994,959.00	1,367,523.73	661,246.76	33,811.49-	33.15%
	<b>Total Certificated Salaries</b>	<b>22,020,666.00</b>	<b>22,020,216.00</b>	<b>14,920,056.33</b>	<b>6,771,942.89</b>	<b>328,216.78</b>	<b>30.75%</b>
<b>Classified Salaries</b>							
2100	Classified Instructional Salaries	2,488,921.00	2,488,921.00	1,559,925.02	614,400.43	314,595.55	24.69%
2200	Classified Support Salaries	1,723,532.00	1,723,532.00	1,118,106.59	546,563.96	58,861.45	31.71%
2300	Classified Supervisors' & Administrators' Salaries	343,547.00	343,547.00	229,031.52	114,515.76	.28-	33.33%
2400	Clerical, Technical, & Office Staff Salaries	1,615,295.00	1,617,995.00	1,050,707.44	525,546.90	41,740.66	32.48%
2900	Other Classified Salaries	841,624.00	842,074.00	303,256.80	25,866.20	512,951.00	3.07%
	<b>Total Classified Salaries</b>	<b>7,012,919.00</b>	<b>7,016,069.00</b>	<b>4,261,027.37</b>	<b>1,826,893.25</b>	<b>928,148.38</b>	<b>26.04%</b>
<b>Employee Benefits</b>							
3100	State Teachers' Retirement System	3,492,795.00	3,492,701.00	2,383,733.80	1,049,720.69	59,246.51	30.05%
3200	Public Employees' Retirement System	960,514.00	961,167.00	659,181.99	303,805.56	1,820.55-	31.61%
3400	Health & Welfare Benefits	4,436,712.00	4,436,712.00	3,124,765.05	1,352,441.90	40,494.95-	30.48%
3300-3900	All Other Statutory Costs	1,230,872.00	1,231,116.00	765,329.05	345,377.06	120,409.89	28.05%
	<b>Total Employee Benefits</b>	<b>10,120,893.00</b>	<b>10,121,696.00</b>	<b>6,933,009.89</b>	<b>3,051,345.21</b>	<b>137,340.90</b>	<b>30.15%</b>
<b>Books and Supplies</b>							
4100	Approved Textbooks and Core Curricula Materials	236,529.00	278,874.00	52,621.27	312,216.22	85,963.49-	111.96%
4200	Other Books and Reference Material	32,073.00	22,983.00	5,488.51	21,835.51	4,341.02-	95.01%
4300	Materials & Supplies	580,605.00	514,212.00	330,680.36	216,968.65	33,437.01-	42.19%
4400	Noncapitalized Equipment	152,956.00	152,956.00	25,459.34	17,424.53	110,072.13	11.39%
	<b>Total Books and Supplies</b>	<b>1,002,163.00</b>	<b>969,025.00</b>	<b>414,249.48</b>	<b>568,444.91</b>	<b>13,669.39-</b>	<b>58.66%</b>

Services and Other Operating Expenditures

## Fiscal13a

## Financial Statement

Fund 01		Fiscal Year 2020/21 Through October 2020					
5200	Travel and Conference	61,542.00	62,288.00	5,275.00	5,866.00	51,147.00	9.42%
5300	Dues and Memberships	38,224.00	40,957.00	.00	37,893.23	3,063.77	92.52%
5400	Insurance	472,501.00	472,501.00	236,250.50	236,250.50	.00	50.00%
5500	Operations & Housekeeping Services	625,968.00	625,968.00	374,253.81	116,349.15	135,365.04	18.59%
5600	Rentals, Leases, Repairs, & Noncapitalized Improvements	331,485.00	349,235.00	161,444.90	66,020.67	121,769.43	18.90%
5700	Transfers of Direct Costs	.00	.00	.00	.00	.00	0.00%
5800	Professional/Consulting Services & Operating Expenditures	1,532,722.00	1,572,703.00	639,142.66	453,935.46	479,624.88	28.86%
5899	Legal Fees	227,000.00	227,000.00	196,379.31	2,112.75-	32,733.44	-0.93%
5900	Telephone and Communications	110,006.00	127,495.00	72,677.24	32,306.15	22,511.61	25.34%
<b>Total Services and Other Operating Expenditures</b>		<b>3,399,448.00</b>	<b>3,478,147.00</b>	<b>1,685,423.42</b>	<b>946,508.41</b>	<b>846,215.17</b>	<b>27.21%</b>

## Capital Outlay

6000	Capital Outlay	.00	.00	.00	.00	.00	0.00%
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## Tuition

7100	Tuition	446,703.00	446,703.00	128,000.00	13,410.00	305,293.00	3.00%
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## Debt Service

7438	Debt Service - Interest	8,771.00	8,771.00	6,578.52	2,192.84	.36-	25.00%
7439	Debt Service - Principal	49,300.00	49,300.00	36,974.94	12,324.98	.08	25.00%
<b>Total Debt Service</b>		<b>58,071.00</b>	<b>58,071.00</b>	<b>43,553.46</b>	<b>14,517.82</b>	<b>.28-</b>	<b>25.00%</b>
<b>Total Year To Date Expenditures</b>		<b>44,060,863.00</b>	<b>44,109,927.00</b>	<b>28,385,319.95</b>	<b>13,193,062.49</b>	<b>2,531,544.56</b>	<b>29.91%</b>

Object	Description	Adopted	Budget	Revised	Budget	Encumbrance	Actual	Balance	% Used
<b>OTHER FINANCING SOURCES</b>									

## Other Financing Sources

8919	Other Authorized Interfund Transfer In	.00	.00	.00	.00	.00	.00	.00	0.00%
<b>Total Other Financing Sources</b>		<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>0.00%</b>
<b>Total Year To Date Other Financing Sources</b>		<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>0.00%</b>

Object	Description	Adopted	Budget	Revised	Budget	Encumbrance	Actual	Balance	% Used
<b>OTHER FINANCING USES</b>									

## Interfund Transfers Out

7611	From General to Child Development Fund	.00	.00	.00	.00	.00	146,562.19	146,562.19-	0.00%
7612	Transfer General Fund to/from Special Reserve Fund	.00	.00	.00	.00	.00	.00	.00	0.00%
7616	Transfer Between General Fund & Cafeteria Fund	50,000.00	50,000.00	.00	.00	159,722.40	109,722.40-	319.44%	319.44%
<b>Total Interfund Transfers Out</b>		<b>50,000.00</b>	<b>50,000.00</b>	<b>.00</b>	<b>.00</b>	<b>306,284.59</b>	<b>256,284.59-</b>	<b>612.57%</b>	<b>612.57%</b>
<b>Total Year To Date Other Financing Uses</b>		<b>50,000.00</b>	<b>50,000.00</b>	<b>.00</b>	<b>.00</b>	<b>306,284.59</b>	<b>256,284.59-</b>	<b>612.57%</b>	<b>612.57%</b>

## Fiscal13a

## Financial Statement

Fund 01		Fiscal Year 2020/21 Through October 2020					
Object	Description	Adopted	Budget Revised	Actuals To Date			
				Encumbrance	Actual	Budget Balance	% of Budget
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
	A. Revenues	45,517,364.00	45,517,364.00		10,199,544.78	35,317,819.22	22.41%
	B. Expenditures	44,060,863.00	44,109,927.00	28,385,319.95	13,193,062.49	2,531,544.56	29.91%
	C. Subtotal (Revenues LESS Expense)	1,456,501.00	1,407,437.00		2,993,517.71-	32,786,274.66	
	D. Other Financing Sources & Uses						
	Source	.00	.00		.00	.00	0.00%
	LESS Uses	50,000.00	50,000.00		306,284.59	256,284.59-	612.57%
	E. Net Change in Fund Balance	1,406,501.00	1,357,437.00		3,299,802.30-	33,042,559.25	
	F. Fund Balance						
	Beginning Balance (9791)	725,328.00	725,328.00		1,105,097.01		
	Audit Adjustments (9793)	.00	.00		.00		
	Audit Adjustments (9793)	.00	.00		.00		
	Adjusted Beginning Balance	725,328.00	725,328.00		1,105,097.01		
	G. Calculated Ending Balance	2,131,829.00	2,082,765.00		2,194,705.29-		
	*Components of Ending Fund Balance						
	Legally Restricted (9740)						
	Other Designations (9780)						
	Undesig/Unapprop (9790)	2,131,829.00	2,082,765.00				
	Other				28,385,319.95		