



Oak Park Unified School District Board of Education Meeting
BOARD OF EDUCATION - February 28, 2023
Agenda - 1077

Date: Tuesday, February 28, 2023

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

Members of the public will have the right to observe the meeting in person and on www.opusd.org/livestream and offer public comment in person at the meeting.

Time: **Closed Session: 5:00 pm**
Open Session: 6:00 pm

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

BOARD OF EDUCATION

Denise Helfstein, Board President
Tina Wang, Vice President
Soyon Hardy, Clerk of the Board
Megan Lantsman, Member
Jim Moynihan, Member
Tess Leong, Student Board Member

ADMINISTRATION

Dr. Jeff Davis, Superintendent
Ragini Aggarwal, Executive Assistant and Communications Coordinator
Adam Rauch, Assistant Superintendent, Business & Administrative Services
Stewart McGugan, Assistant Superintendent, Human Resources

Tammy Herzog, Assistant Superintendent, Educational Services
Enoch Kwok, Direct, Educational Technology & Information Systems
Marcus Konantz, Director, Pupil Services
Brendan Callahan, Director Bond Program, Sustainability, Maintenance, and Operations
Sara Ahl, Director of Extended Care Programs
Brad Benioff, Director of Student Support and School Safety

NEXT MEETING-Regular Meeting, Tuesday, March 21, 2023, Oak Park High School, Presentation Room, G9

AGENDA IS POSTED AT SCHOOL OFFICES & THE DISTRICT WEBSITE:

<https://www.oakparkusd.org/Page/10981>

LAND ACKNOWLEDGEMENT STATEMENT, Approved by the Board of Education on May 18, 2021

The Oak Park Unified School District acknowledges the original inhabitants of the land that our school district encompasses. The land that our schools and facilities rest on has been the home to the Ventureño Chumash indigenous communities for at least the last 13,000 years. Please join us in honoring these ancestral grounds by expressing gratitude for the people who stewarded this land throughout the generations and continue to do so. We also celebrate the resilience and strength that all Indigenous people have shown and continue to show in our region and beyond in the face of systemic injustice.

Page

1. CALL TO ORDER CLOSED SESSION: 5:00 pm

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

2.1 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE:

Government Code Section 54957

2.2 PUBLIC EMPLOYEE EMPLOYMENT: *Food Services Assistant Sub, Department Clerk, College and Career Technician, Department Assistants I and II, Walk-on-Coaches, Instructional Assistants III Behavior, Guest Teachers, ELD Teacher*

2.3 CONFERENCE WITH LABOR NEGOTIATORS: *Government Code 54957.6*

Agency Designated Representatives: Adam Rauch and Stewart McGugan

Employee Organizations: Oak Park Teachers Association and Oak Park Classified Association

2.4 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Principals, Directors

3. PUBLIC SPEAKERS – CLOSED SESSION AGENDA ITEMS

The speaker cards are available in the Board Room and must be completed and handed to Ragini Aggarwal, Communications Coordinator/Executive Assistant, prior to the beginning of the meeting. To ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

The President of the Board will inquire if there are any public comments 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. Please adhere to the stipulated three minutes for your comments. 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.

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 may be placed on a future agenda. Thank you for your cooperation and compliance with these guidelines.

4. CALL TO ORDER - RECONVENE IN OPEN SESSION AT:

4.1 Roll Call

4.2 Flag Salute

4.3 Report of Closed Session Actions Taken

4.4 Adoption of Agenda

Action Required - Motion to adopt the Agenda and preferential vote of the student board member.

4.5 Public Comments: Speakers on Agenda and Non-Agenda Items




Please adhere to the stipulated three minutes for your comments. 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.








- 4.6. **Recognition of Oak Hills and Red Oak Elementary Schools on Being Named 2023 CA Distinguished Schools**
- 4.7. **Recognition of Rohan Philip, Oak Park High School Student, on Winning the 2022 Congressional App Challenge**
- 4.8. **Recognition of Oak Park High School Class of 2023 National Merit Finalists**
- 4.9. **Remarks from Board Members**
- 4.10. **Remarks from Student Board Member**
- 4.11. **Remarks from the Superintendent**
- 4.12. **Update on the Revised Oak Park High School Bell Schedule for 2023-2024**
OPHS Principal Mat McClenahan will provide an update on the revised bell schedule for the 2023-2024 school year.
[Link to the Presentation](#)






5. BUSINESS SESSION - 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.

- 5.1. **Approve Minutes of the Regular Meeting held on January 24, 2023 and Special Board Meeting held on February 8, 2023** 13 - 19
Board Bylaw 9324 requires Board approval of minutes from previous meetings.
[Minutes of Regular Meeting 1 24 2023.pdf](#) 
[Minutes of Special Board Meeting 2-8-2023.pdf](#) 
- 5.2. **Approve Public Employee Employment/Changes Classified Personnel** 20 - 22
Pursuant to Board Policies 4112 and 4212, Board approval is required for public employee employment and changes.
[Classified Personnel Report 2022-23 - February 28, 2023.pdf](#) 





- 5.3 **Approve Public Employee Employment/Changes
Certificated Personnel** 23 - 24
Pursuant to Board Policies 4112 and 4212, Board approval is required for public employee employment and changes.
[Certificated Personnel Report 2022-2023 - February 28, 2023.pdf](#) 
- 5.4. **Approve Purchase Orders Report from January 1 -
January 31, 2023** 25 - 30
Board Policy 3300 requires Board approval of Purchase Orders.
[Ratify PO Report 2 28 2023.pdf](#) 
[PO Report 1-31-2023.pdf](#) 
- 5.5 **Approve Acceptance of Donation - Disney VoluntEARS
Grant** 31
Board Policy 3290 requires Board approval for donations to the District.
[Approve Acceptance of Donation Disney VoluntEARS 2 28 2023.pdf](#) 
- 5.6. **Approve Overnight trip for Oak Park High School Varsity
Baseball to Participate in the Lions Tournament, April 2-5,
2023, in San Diego, CA.** 32 - 33
Board Policy 6153 requires Board approval for student overnight trips.
[Approve Overnight Trip for OPHS Varsity Baseball to San Diego.pdf](#) 
- 5.7. **Approve Overnight trip for Oak Park High School
Media/Journalism Convention, April 20-22, 2023, in San
Francisco, CA.** 34 - 35
Board Policy 6153 requires Board approval for student overnight trips.
[Approve Overnight Trip Journalism April 20-22 San Francisco
2 28 2023.pdf](#) 
- 5.8. **Approve Overnight trip for Oak Park High School Speech
and Debate to Participate in a Tournament, April 21-23,
2023, in Carlsbad, CA.** 36 - 37
Board Policy 6153 requires Board approval for student overnight trips.
[Approve Overnight Trip OPHS Speech and Debate Carlsbad CA
2 28 2023.pdf](#) 

- 5.9. **Approve Overnight trip for Medea Creek Middle School Students to Attend All it Takes Leadership Summit, April 28-May 1, 2023, Camp Campbell, Boulder Creek, CA.** 38 - 39
Board Policy 6153 requires Board approval for student overnight trips.
[Approve Overnight Trip for MCMS Students for All it Takes Leadership Summit to Boulder Creek 2 28 2023.pdf](#) 
- 5.10. **Approve Internet Service Provider Contract with Spectrum for District Office** 40 - 77
Board Policy 3312 requires Board approval for contracts for services.
[Approve contract with Spectrum for Internet Service for DO 2 28 2023.pdf](#) 
[Spectrum Proposal 403 23A5 - DO Fiber ISP 1Gbps 2 28 2023.pdf](#) 
- 5.11. **Approve District Wide Area Network Contract with Spectrum** 78 - 169
Board Policy 3312 requires Board approval for contracts for services.
[Approve contract with Spectrum for WAN data circuits 2 28 2023.pdf](#) 
[Spectrum Proposal 403 23A11 - District WAN 10Gbps 2 28 2023.pdf](#) 




6. EDUCATIONAL SERVICES

- 6.1. **Approve 2022-23 Safe School Plans** 170 - 379
Education Code Section 32280-89 requires all CA K-12 public schools to have school safety plans, and BP 0450 requires the Board's annual approval of the plans at a regular meeting to be held before March 1.
[Approve 2022-2023 Safe School Plans.pdf](#) 
[OHES Safe Schools Plan 2022-2023 2.24.2023.pdf](#) 
[ROES Safe Schools Plan 2022-2023 2.24.2023.pdf](#) 
[BES Safe Schools Plan 2022-2023 2.24.2023.pdf](#) 
[MCMS Safe Schools Plan 2022-2023 2.24.2023.pdf](#) 
[OPIS OVHS Safe Schools Plan 2022-2023 2.24.2023.pdf](#) 
[OPHS Safe Schools Plan 2022-2023 2.24.2023.pdf](#) 

7. BUSINESS SERVICES

- 7.1. **Award Installation Services Contract for Measure S Project 19-17S Emergency Generator for District Administrative Office** 380 - 389
Board Policy 3312 requires Board approval for contracts for services.
[Award Installation Services Contract for Measure S Project 19-17S for Emergency Generator at DO 2 28 23.pdf](#) 
[Backup Generator Proposal - Ardalan 2-9-2023.pdf](#) 
Action Requested and preferential vote of the student board member.
- 7.2. **Authorize Measure S Project 22-20S Network Infrastructure Upgrades and Award Related Contract** 390 - 439
Board approval is required to approve projects funded by Measure S Bond Fund, and policy 3312 requires Board approval of contracts for services.
[Authorize Measure S Project 22-20S Network Infrastructure Refresh and award contract to All Connected 2 28 2023.pdf](#) 
[All Connected Bid Response for OPUSD Network Infrastructure 2 28 2023.pdf](#) 
Action Requested and preferential vote of the student board member.

8. HUMAN RESOURCES

- 8.1. **Approve Resolution #2023-02 – Release Temporary Certificated Employees #1 Through #18** 440 - 443
Education Code 44954 requires Board approval before a notice not to reelect is given to temporary certificated employees.
[Coversheet Release of Temps 2023-02 2 28 2023.pdf](#) 
[Resolution 2023-02 Release of Temps 2 28 2023.pdf](#) 
[Exhibit A Temps No Names 2 28 2023.pdf](#) 
Action Requested and preferential vote of the student board member.
- 8.2. **Approve Resolution #2023-03 - Reducing or Discontinuing Particular Kinds of Service for Certificated Employees** 444 - 447
Board Policy 4117.3 requires Board approval to reduce or discontinue

particular kinds of service in the 2023-24 school year.

[Approve Resolution Coversheet PKS 2023-03 2 28 2023.pdf](#) 


[Resolution 2023-03 PKS 2 28 2023.pdf](#) 

[Exhibit A PKS 2 28 2023.pdf](#) 

Action Requested and preferential vote of the student board member.

8.3. **Approve Resolution #2023-04 – Determination of Seniority Among Employees with the Same Seniority Date (“Tie Breaker Resolution”)** 448 - 452

Board Policy 4117.3 and Education Code 44955 require Board approval for a Tie Breaker Resolution.

[Determining Seniority Tie Breaker Coversheet Resolution 2023-04 3 28 2023.pdf](#) 

[Resolution Tie breaker 2023-04 2 28 2023.pdf](#) 

Action Requested and preferential vote of the student board member.

8.4. **Approve Addendum to the Annual Teacher Assignment Report for 2022-2023** 453 - 457

Under provisions of SB 435, Board approval is required for the Annual Teacher Assignment Report and any revision to the report.

[Approve Addendum to the Annual Teacher Assignment Report 2 28 2023.pdf](#) 

[Addendum to the Annual Teacher Assignment 2 28 2023.pdf](#) 

[Annual Teacher Assignment Report approved 8 30 2022 with addendum approved 11-15-2022.pdf](#) 

Action Requested and preferential vote of the student board member.

8.5. **Approve Revised Job Descriptions for Certificated Positions of CTE Theatre Teacher, School Psychologist, and Speech Pathologist** 458 - 465

Board Policy 4111/4211/4311 requires staff to review job descriptions for positions to ensure that they accurately describe their major functions and duties.

[Approve Revised Job Description for the Certificated Positions CTE](#)

[Theater Arts, School Psychologist Speech Pathologist 2 28 2023.pdf](#)



[CTE Theater Teacher Job Description 2 28 2023.pdf](#)

[School Psychologist Job Description 2 28 2023.pdf](#)

[Speech Pathologist Job Description 2 28 2023.pdf](#)

Action Requested and preferential vote of the student board member.

8.6. **Approve Revised Title for Classified Positions of Department Secretary to Department Assistant 1**

466 - 479

Board approval is required to revise the title of existing classified positions and to ensure the revised title is reflected in the job descriptions and salary schedules.

[Approve Revised Classified Positions of Department Secretary to Department Assistant I 2 28 2023.pdf](#)

[Department Assistant I Job Descriptions 2 28 2023.pdf](#)

Action Requested and preferential vote of the student board member.

8.7. **Approve Revised Title for Classified Position of Athletics Secretary to Athletics Assistant 1**

480 - 481

Board approval is required to revise the title of existing classified position and to ensure the revised title is reflected in the job descriptions and salary schedules.

[Approve Revised Classified Positions of Athletics Secretary to Athletics Assistant I 2 28 2023.pdf](#)

[Athletic Assistant I JD draft 10.5 mo 2.28.2023 .pdf](#)

8.8. **Establish a New Classified Position of Department Assistant II-Human Resources and Approve the Associated Job Description and Placement on the Salary Schedule**

482 - 487

Board approval is required for establishing a new classified position.

[Establish New Classified Position Dept Asst II approve Job description and placement on salary schedule 2 28 2023.pdf](#)

[Department Assistant II Job Description 2 28 2023.pdf](#)

[Updated Salary Schedule 2.28.2023.pdf](#)

Action Requested and preferential vote of the student board member.

8.9. **Establish New Certificated Position English Language Development Teacher and Approve Associated Job Description** 488 - 490

Pursuant to Administrative Regulation 4112.22 Staff Teaching Students of Limited English Proficiency - The Superintendent or designee shall ensure that any teacher with one or more multilanguage learners in their class possesses an English learner authorization issued by Commission on Teacher Credentialing (CTC) authorizing ELD and/or SDAIE, as appropriate.

[Establish New Certificated Position English Language Development Teacher and Approve Associated Job Description 2 28 2023.pdf](#) 

[ELD Teacher Job Description 2 28 2023.pdf](#) 

Action Requested and preferential vote of the student board member.

9. BOARD

9.1. **Approve 2023 CSBA Delegate Assembly Election of Candidate** 491 - 495

Board is asked to vote on a candidate running for the Delegate Assembly election in our region.

[Select Candidate for CSBA Delegate Assembly Election 2 18 2023.pdf](#) 

[CSBA Delegate Assembly Nomination Paperwork 2 28 2023.pdf](#) 

Action Requested and preferential vote of the student board member.

10. BOARD POLICIES

10.1. **Approve Amendment to Board Policy 1313 Civility** 496 - 499

Policy updated to add language back regarding violation of policy by a member of the public. This language was removed from the policy when the policy was updated in October 2021 with the CSBA recommended language. The Policy is being submitted with the recommendations from the Superintendent.

[Approve amendment to Board Policy 1313 – Civility 2 28 2023.pdf](#) 


[BP 1313 Civility Policy for review 2 28 2023.pdf](#) 

Action Requested and preferential vote of the student board member.

10.2. **Approve Amendment to Board Bylaw 9323 - Meeting Conduct**

500 - 506

Bylaw Updated to reflect NEW LAW (SB 1100, 2022), which authorizes the Board President to remove an individual for disrupting a Board meeting, establishes a procedure for warning the individual prior to their removal, and defines "disrupting" and "true threat of force."

[Approve amendment to Board Bylaw – 9323 Meeting Conduct 2 28 2023.pdf](#) 

[BB 9323 Meeting Conduct for review 2 28 2023.pdf](#) 

Action Requested and preferential vote of the student board member.

11. OPEN DISCUSSION/FUTURE AGENDA ITEMS

11.1 **Discussion on OPUSD's Focus on Legislative Action Week**

11.2 **Special Meeting in March to Discuss Mid-Year Progress on District and Board Goals**

12. INFORMATION ITEMS/REPORTS

12.1. **Monthly Cash Flow Report**

507 - 511

[Coversheet Cash Flow Report 2 28 2023.pdf](#) 

[Cash Flow for Period Ending January 2023.pdf](#) 

12.2. **Monthly Measure S Status Report**

512 - 515

[Coversheet Measure S Bond Project Status Report 2 28 2023.pdf](#) 

[Accountability February Board Report 2-10-2023.pdf](#) 

12.3. **Monthly General Fund Budget Report**

516 - 519

[Coversheet Monthly General Fund Budget Report 2 28 2023.pdf](#) 

[Fiscal13a - Financial Statement - Through January 2023.pdf](#) 

13. ADJOURNMENT:

Motion to adjourn required.

14. NOTICES:

- 14.1 *In accordance with the Americans with Disabilities Act (ADA), if you require special accommodations to participate in a board meeting, including but not limited to an American sign language interpreter, documentation in accessible formats, or accommodations 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*
- 14.2 *Students and parents/guardians can request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. This request must be made in writing to the secretary or clerk of the Board. (Board Bylaw 9322)*

Educating Compassionate and Creative Global Citizens

MINUTES OF REGULAR BOARD MEETING 1-24-2023 #1075
BOARD OF EDUCATION

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mrs. Denise Helfstein, called the regular meeting to order at 5:02 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

Members of the public were able to attend in person.

BOARD PRESENT

Mrs. Denise Helfstein, President, Mrs. Tina Wang, Vice President, Mrs. Soyon Hardy, Clerk, Mrs. Megan Lantsman, Member, and Mr. Jim Moynihan, Member.

STAFF PRESENT

Dr. Jeff Davis, Superintendent, Mr. Adam Rauch, Assistant Superintendent, Business Services, Mr. Stew McGugan, Assistant Superintendent of Human Resources, Mrs. Ragini Aggarwal, Communications Coordinator and Executive Assistant to the Superintendent/Board, and Mr. James Traber, Legal Counsel.

BOARD ABSENT

None

PUBLIC COMMENTS

None

3. ADJOURN TO CLOSED SESSION

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

3.1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Paragraph (1) of subdivision (d) of Section 54956.9
Case No: 56-2022-00566683-CU-WM-VTA

3.2. SUPERINTENDENT’S GOALS

3.3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): one case

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

3.5. PUBLIC EMPLOYEE EMPLOYMENT: Campus Supervisor, Sub-Custodians, Walk-on-Coaches, Secondary Teacher

The Board adjourned to Closed Session at 5:03 p.m.

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mrs. Denise Helfstein, called the regular meeting to order at 6:09 p.m.

BOARD PRESENT

Mrs. Denise Helfstein, President, Mrs. Tina Wang, Vice President, Mrs. Soyon Hardy, Clerk, Mrs. Megan Lantsman, Member, and Mr. Jim Moynihan, Member, Ms. Tess Leong, Student Board Member.

BOARD ABSENT

None

STAFF PRESENT

Dr. Jeff Davis, Superintendent, Mr. Adam Rauch, Assistant Superintendent, Business Services, Mrs. Tammy Herzog, Assistant Superintendent of Educational Services, and Mrs. Ragini Aggarwal, Communications Coordinator and Executive Assistant.

FLAG SALUTE

Denise Helfstein led the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

Board President Mrs. Denise Helfstein reported that the Board took no action at tonight's meeting.

ADOPTION OF AGENDA

On motion of Jim Moynihan, seconded by Megan Lantsman, the Board of Education adopted the agenda as presented. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Tess Leong, Student Board Member – Preferential Vote: Aye.

PUBLIC SPEAKERS

There were no public speakers.

OPEN COMMUNICATIONS/PRESENTATIONS/RECOGNITIONS

REPORT FROM BOARD MEMBERS

Board Member Tina Wang wished everyone who celebrates a happy Lunar New Year and thanked the district for acknowledging and sending out a message for Lunar New Year. Tina reported that she attended DETF. One of the things that touched her during this meeting was that teachers were planning on wearing red to celebrate Lunar New Year and she thought it was such a lovely thing for the teachers to do. Tina also attended the GATE DAC and VCSBA Governance training.

Board Member Jim Moynihan reported that he attended his first technology meeting and saw a presentation on Promethean Boards, all of the boards have been installed and it was nice to see all the steps taken by our IT staff. Jim also attended Rancho Simi Park and Rec meeting and said there were a lot of interesting discussions around the sand volleyball court project and the project was unanimously moved forward.

Board Member Megan Lantsman reported that she attended the Safety and Security Task Force meeting, and she feels very lucky that we have such great parents and staff members looking after the kids in OPUSD. Megan said one of the things that came up during this meeting was that the district needs more parents and staff to join the CERT team and become certified and encouraged people to signup for the upcoming training that have been promoted by through the school newsletters. Megan also congratulated Red Oak and Oak Hills Elementary on being named 2023 California Distinguished Schools.

Board Member Soyon Hardy also wished everyone who celebrates a happy Lunar New Year and welcomed everyone back from winter break. Soyon reported that she attended the DETF meeting and wanted to highlight Vanessa Heller who brought a template for better coordination in our District to highlight diversity calendar events. Soyon attended a couple Measure S sub-committee meetings to discuss and prepare for the state requirements for TK.

Board Member Denise Helfstein thanked the district for commemorating the Holocaust with the social media posts on the International Holocaust Remembrance Day. Denise reported that she attended the LCAP PAC and one of the most important things she said they did was go over the survey that will go to parents, students and staff. Denise said the survey is going to be very helpful and different from what was done in the past and she is thankful to Tammy and the Committee for their time on this. Denise also attended the Measure S sub-committee meeting. Denise, Dr. Davis and Ragini met with Dale Thomas who is the assistant County Supervisor Jeff Gorell. Denise mentioned that Supervisor Gorell will be introduced at the next MAC meeting on January 26th. Dr. Davis, Soyon and Jim will attend the MAC meeting.

Student Board Member Tess Leong also wished everyone who celebrates a happy Lunar New Year. OPHS students and parents had a celebration for the Lunar New Year during lunch time that included a festive line dancing, food and activities. Tess reported that ASB is currently planning a blood drive, spring dance, spirit week and a valentine's day fundraiser. Tess says there was an arson incident in the boys bathroom, the bathroom is in the process of being repaired. Tess states that sports are in full swing with basketball and soccer.

Superintendent Dr. Jeff Davis welcomed everyone back from winter break and wished a happy Lunar New Year to all that celebrated. Dr. Davis talked about the kindness challenge that is taking place across the state in all public schools. Dr. Davis shared that all of our schools are taking part in this challenge and this is something OPUSD tries to address in our climate of care. Dr. Davis says resident enrollment is underway January 23-27. Dr. Davis attended the PTO council meetings and wanted to thank the PTA presidents and booster club presidents for all that they do for our schools throughout the year. Dr. Davis thanked Commander Pentis and site administrators for pushing out the safety training Commander Pentis has been doing and thanked Mr. Benioff for his work on this as well. Dr. Davis congratulated Red Oak and Oak Hills Elementary on their California Distinguished School awards. Dr. Davis congratulated OPHS sports teams, all four varsity teams boys and girls soccer and basketball are doing really well. Dr. Davis also thanked the coaches, parents and athletic trainer Brenda Pasqua for their work with our athletes. Dr. Davis also acknowledged Holocaust Remembrance day on January 27th.

PRESENTATION OF PARTNER IN EDUCATION AWARD TO FORMER VENTURA COUNTY SUPERVISOR LINDA PARKS

Dr. Davis, Board President Denise Helfstein recognized Ventura County Supervisor Linda Park with the Partner in Education Award for her service and commitment to the Oak Park community and our schools. Supervisor Parks' served as a county supervisor from 2003 until her term ended in January 2023.

5. CONSENT AGENDA

On motion of Tina Wang, seconded by Jim Moynihan, the Board of Education approved the Consent Agenda. Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Tess Leong, Student Board Member – Preferential Vote: Aye.

- 5.1. Minutes of the December 13, 2022 Organizational Meeting and Special Meetings held on December 20, 2022 and January 11, 2023**
- 5.2. Approve Public Employee Employment/Changes Classified Personnel**
- 5.3. Approve Public Employee Employment/Changes Certificated Personnel**
- 5.4. Ratify Purchase Orders December 1 - December 31, 2022**
- 5.5. Approve Quarterly Report on Williams Uniform Complaints – January 2023**
- 5.6. Accept 2022-2023 First Period Attendance Report**
- 5.7. Approve Student Teaching Agreement with Loyola Marymount University, Los Angeles - January 2023-June 2024**
- 5.8. Approve Out of State Travel for staff to Attend the Glazier Clinic for Football Coaches February 9 - 12, 2023 Las Vegas, NV**

**5.9. Approve Out of State Travel for Staff to Attend the Green Schools Conference (GSC)
February 27 - March 1, 2023 New Orleans, LA**

6. EDUCATIONAL SERVICES

6.1. Approve Resolution #23-01 Pupil Attendance Alternatives AB 99 – District of Choice (DOC) Space Availability for 2023-24

On motion of Denise Helfstein, seconded by Tina Wang, the Board approved Resolution #23-01 Pupil Attendance Alternatives AB 99 – District of Choice (DOC) Space Availability for 2023-24. Motion carried Aye: Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Tess Leong, Student Board Member – Preferential Vote: Aye.

6.2. California School Dashboard 2023 Presentation

Assistant Superintendent of Educational Services, Tammy Herzog presented an overview of the 2022 CA School Dashboard. Board asked if we would be sending a communication to the families on the dashboard, Tammy said yes that was discussed in cabinet and we would be working on sending this out.

6.3. Presentation on the Ethnic Studies Requirement for High Schools in California

Assistant Superintendent of Educational Services, Tammy Herzog presented an overview and timeline of the Ethnic Studies Requirement at OPUSD. Board discussed the timeline for approval and if staff could bring it in fall of 2024 so that it makes it on course advisement for the 2025-26 school year. Board also asked that Amanda Fitts the College and Career counselor be consulted about this course prior and during course creation. Tammy stated she will include the counselor on the Committee for this course.

6.4 Approval and Certification of 2022-23 Minimum Instructional Minutes for K-12 OPUSD Schools

On motion of Tina Wang, seconded by Jim Moynihan, the Board approved and certified the 2022-23 Minimum Instructional Minutes for K-12 OPUSD Schools. Motion carried Aye: Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Tess Leong, Student Board Member – Preferential Vote: Aye.

7. BUSINESS SERVICES

7.1. Discussion on the Governor’s January Budget Proposal for 2023-2024

Adam Rauch, Assistant Superintendent of Business Services provided an overview of the Governor's Budget proposal for 2023-2024 and its likely impact on OPUSD.

Tess Leong, student Board member left the meeting at 8:20 pm.

The Board took a break at 8:20 pm and the meeting resumed at 8:27 pm.

7.2. Accept Annual Audit Reports for Fiscal Year 2021-2022

Valerie Shaw from the audit firm Christy White and Associates presented the Audit Report and findings. On motion of Tina Wang, seconded by Jim Moynihan, the Board of Education accepted the Annual Audit Reports for Fiscal Year 2021-2022. Motion carried Aye: Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang.

ADJOURNMENT

On motion of Soyon Hardy, seconded by Jim Moynihan, there being no further business before this Board, the regular meeting held on January 24, 2023, is declared adjourned at 8:37 p.m.

Date	President of the Board
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Date	Clerk or Secretary of the Board
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**MINUTES OF SPECIAL BOARD MEETING
BOARD OF EDUCATION**

2-8-2023 #1076

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mrs. Denise Helfstein, called the special meeting to order at 5:33 p.m. at Oak Park Unified School District, Conference Room, 5801 Conifer Street, Oak Park.

Members of the public were able to attend in person.

BOARD PRESENT

Mrs. Denise Helfstein, President, Mrs. Tina Wang, Vice President, Mrs. Soyon Hardy, Clerk, Mrs. Megan Lantsman, Member, and Mr. Jim Moynihan, Member.

BOARD ABSENT

None

STAFF PRESENT

Dr. Jeff Davis, Superintendent, Mr. Adam Rauch, Assistant Superintendent of Business Services, Mrs. Tammy Herzog, Assistant Superintendent of Educational Services, Mr. Stew McGugan, Assistant Superintendent of Human Resources, and Jay Fernow, Legal Counsel.

PUBLIC COMMENTS

None

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

- 1. CONFERENCE WITH LABOR NEGOTIATORS:** Government Code 54957.6
Agency Designated Representatives: Adam Rauch and Stewart McGugan
Employee Organizations: Oak Park Teachers Association and Oak Park Classified Association
- 2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): one case

The Board adjourned to Closed Session at 5:34 p.m.

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mrs. Denise Helfstein, called the special meeting to order at 6:35 p.m. at Oak Park Unified School District, Conference Room, 5801 Conifer Street, Oak Park.

Members of the public were able to attend in person.

BOARD PRESENT

Mrs. Denise Helfstein, President, Mrs. Tina Wang, Vice President, Mrs. Soyon Hardy, Clerk, Mrs. Megan Lantsman, Member, and Mr. Jim Moynihan, Member.

BOARD ABSENT

None

STAFF PRESENT

Dr. Jeff Davis, Superintendent, Mr. Adam Rauch, Assistant Superintendent of Business Services, Mrs. Tammy Herzog, Assistant Superintendent of Educational Services, Mr. Stew McGugan, Assistant Superintendent of Human Resources, Mr. Brendan Callahan, Director of Bond Programs, Sustainability, Maintenance and Operations, Mrs. Jennifer Golden, Director of Oak Park Neighborhood School, and Mrs. Ragini Aggarwal, Communications Coordinator and Executive Assistant to the Superintendent/Board.

FLAG SALUTE

Denise Helfstein led the Pledge of Allegiance to the Flag.

REPORT OF CLOSED SESSION ACTIONS TAKEN

Board President, Denise Helfstein reported that there was no action in closed session tonight.

ADOPTION OF AGENDA

On motion of Denise Helfstein, seconded by Jim Moynihan, the Board of Education moved items B.2. and B.3 ahead of B.1 and adopted the rest of the agenda as presented. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Absent – 0.

PUBLIC COMMENTS

None

OPEN SESSION

B. ACTION

2. [Ratify Facility Use Agreement with California Lutheran University for Use of Pool for OPHS Aquatics Program](#)

On motion of Tina Wang, seconded by Jim Moynihan, the Board of Education ratified the Facility Use Agreement with California Lutheran University for Use of Pool for OPHS Aquatics Program. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Absent – 0.

3. [Delegate Authority To The Superintendent To Award Architectural Services Contract](#)

On motion of Tina Wang, seconded by Jim Moynihan, the Board of Education delegated Authority to the Superintendent to Award Architectural Services Contract. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Absent – 0.

1. [Discuss Universal Transitional Kindergarten/Discovery Kindergarten](#)

The Board received information on current and projected TK enrollment for 2023-2024 school year. The board also discussed the short-term and long-term facility needs for TK with the lowered cutoff dates, the funding sources and impacts on Club Oak Park, Measure S and General fund. Staff also shared curricular changes and challenges.

The Board requested the following information/action steps:

- Updates to the Measure S Framework should be communicated with the Measure S Committee and the sites regarding the projects that have been put on hold.
- Staff should look into the environmental impacts of the portables that are going to be added for the additional TK classrooms.
- An FAQ should be developed for TK families especially with younger kids.
- Regular updates regarding TK should be provided to the Board in Friday Notes and another update at the March or April meeting.
- Update the District website to include information on TK.
- Board asked if information can be provided regarding purchasing vs leasing benefits of technology equipment/devices

- Financial assistance should be provided to teachers who need to move classrooms to accommodate additional TK classes so that the teachers are not spending money out of their pocket to set up their classrooms.
- Stagg should look at the Arts Grant to see if the OPHS Pavilion upgrades can be funded through it so that the project does not need to be put on hold.

There being no further business before this Board, the special meeting held on February 8, 2023 is declared adjourned at 8:44 p.m.

Date

President of the Board

Date

Clerk or Secretary of the Board

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28 2023
SUBJECT: 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	Site
CL254391	Daniel Bone	Walk-On-Coach - Not to Exceed \$3,500.00	1/17/2023	Coaches, Athletics	OPHS
CL254392	Timothy McPhillips	Walk-On-Coach - Not to Exceed \$3,500.00	1/17/2023	Coaches, Athletics	OPHS
CL254393	Sydney Burnett	Walk-On-Coach - Not to Exceed \$3,500.00	1/17/2023	Coaches, Athletics	OPHS
CL254394	Haruki Sadahiro	Walk-On-Coach - Not to Exceed \$3,500.00	1/17/2023	Coaches, Athletics	OPHS
CL254395	Susan Little	Food Service Assistant SUB	2/10/2023	Fund 130	DO
CL254396	Chyenne Bailey	Instructional Assistant III Behavior	2/13/2023	Special Ed	BES
CL254397	Kimberly Ehrhart	Instructional Assistant III Behavior	2/16/2023	Special Ed	BES
CL254398	Ambyr Preston	College Career Center Tech	2/21/2023	OPEF	OPHS
CL254399	Leann Smith	Instructional Assistant III Behavior	2/21/2023	Special Ed	BES

AUTHORIZATION TO PAY STIPEND

Number	Name	Position	Start Date	Fund	Salary	Site
CL254400	Nicola Kerns	Stunt Assistant Coach	1/24/2023	ASB Donations	\$1,500	OPHS
CL254401	Sierra Cavalleri	Girls Beach Volleyball Varsity Head Coach	1/24/2023	Site	\$2,000	OPHS
CL254402	Sierra Cavalleri	Girls Beach Volleyball JVarsity Head Coach	1/24/2023	Site	\$1,000	OPHS
CL254403	Sydney Burnett	Girls Beach Volleyball Assistant Coach	1/24/2023	ASB Donations	\$400	OPHS
CL254404	Rob Samuels	Softball JV Head Coach	1/24/2023	Site	\$2,000	OPHS
CL254405	Kelsey Jensen	Softball AssistantCoach	1/24/2023	Donations	\$1,900	OPHS
CL254406	Eric Varney	Boys Volleyball Varsity Head Coach	1/24/2023	Site	\$3,500	OPHS
CL254407	Eric Varney	Boys Volleyball Frosh Head Coach	1/24/2023	Site	\$1,500	OPHS
CL254408	Kalle Mulford	Boys Volleyball JVarsity Head Coach	1/24/2023	Site	\$2,000	OPHS
CL254409	Kalle Mulford	Boys Volleyball Varsity Assistant Coach	1/24/2023	ASB Donations	\$1,100	OPHS
CL254410	Merit Ghodrat	Boys Volleyball Frosh Assistant Coach	1/24/2023	ASB Donations	\$1,100	OPHS
CL254411	Charlie Rosenfeld	Softball JV Assistant Coach	1/24/2023	ASB Donations	\$1,100	OPHS
CL254412	Max Luchs	Boys Lacrosse Varsity Head Coach	1/24/2023	Site	\$3,000	OPHS
CL254413	Brent Botwin	Boys Lacrosse JVarsity Head Coach	1/24/2023	Site	\$2,000	OPHS
CL254414	Bob Bjerkaas	Boys Lacrosse Varsity Assistant Coach	1/24/2023	ASB Donations	\$2,000	OPHS
CL254415	Tarik Ergin	Boys Lacrosse Varsity Assistant Coach	1/24/2023	ASB Donations	\$1,000	OPHS
CL254416	James Nizam	Boys Lacrosse Varsity Assistant Coach	1/24/2023	ASB Donations	\$1,750	OPHS
CL254417	Donn James	Boys Golf Varsity Head Coach	1/24/2023	Site	\$2,500	OPHS

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28 2023
SUBJECT: APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

CL254418	Ross Tabor	Girls Lacrosse Varsity Head Coach	1/24/2023	Site	\$3,500	OPHS
CL254419	Calley Prezzano	Girls Swim Varsity Head Coach	1/24/2023	Site	\$3,000	OPHS
CL254420	Calley Prezzano	Boys Swim Varsity Head Co-Coach	1/24/2023	Site	\$1,000	OPHS
CL254421	T.J Groff	Baseball JV Head Coach	1/24/2023	Site	\$2,000	OPHS
CL254422	Aiden Cass	Baseball Frosh Head Coach	1/24/2023	Site	\$1,000	OPHS
CL254423	Doug Wells	Baseball Assistant Coach	1/24/2023	ASB Donations	\$2,000	OPHS
CL254424	Aiden Cass	Baseball Assistant Coach	1/24/2023	ASB Donations	\$1,000	OPHS
CL254425	Ron Midiri	Baseball Assistant Coach	1/24/2023	ASB Donations	\$1,500	OPHS
CL254426	Page Harrington	Track Assistant Coach	1/24/2023	Site	\$1,500	OPHS
CL254427	Mark Jacobs	Track Assistant Coach	1/24/2023	Site	\$2,250	OPHS
CL254428	David Lee	Track Assistant Coach	1/24/2023	Site	\$2,250	OPHS
CL254429	Greg Parrone	Track Assistant Coach	1/24/2023	Site	\$2,250	OPHS
CL254430	Scott Shulze	Track Assistant Coach	1/24/2023	Site	\$2,250	OPHS
CL254431	Ellyn Schneider	Student Spotlight Director	1/11/2023	OPIMA	\$1,750	OPHS
CL254432	Ellyn Schneider	Musical Director	1/11/2023	OPIMA	\$1,750	OPHS
CL254433	Ellyn Schneider	Thespian Director	1/11/2023	OPIMA	\$1,750	OPHS
CL254434	Roxy Mora	Music Coach	2/1/2023	OPIMA	\$880	OPHS
CL254435	Brynn Gorney	Performance Arts	2/1/2023	OPIMA	\$2,000	OPHS

IN-SERVICE CHANGE

Number	Name	Change	Effective Date	Fund	Site
CL254436	Amber Clements	Assistant Site Leader from IA III Behavior	1/23/2023	Fund 120	BES
CL254437	Debbie Shewring	Food Service Assistant from Sub	1/30/2023	Fund 130	ROES
CL254438	Ashley Palmieri	Retun from LOA	1/30/2023	Fund 120	ROES
CL254439	Maureen Young	Food Service Assistant LOA Medical	1/27/2023	Fund 130	BES
CL254440	Janelle Denti	Instructional Assistant I L & N LOA Medical	1/30/2023	ELO	ROES
CL254441	Araceli Manley	Instructional Assistant I Grade Level TK LOA Medical	1/25/2023	General	ROES
CL254442	Debbie Harrington	Return from LOA	2/14/2023	Special Ed	MCMS
CL254443	Loretta Brown	Return from LOA	1/9/2023	General	OPHS
CL254444	Laura Torrance	Instructional Assistant II LOA Medical	2/13/2023	Special Ed	MCMS

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28 2023
SUBJECT: APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

SEPERATION

Number	Name	Position	Effective Date	Separation Type	Site
CL254445	Lynda Spellman	Campus Supervisor	2/25/2023	Resignation	MCMS

Prepared by:
Stew McGugan Assistant Superintendent /Human Resources

Respectfully Submitted,

Jeff Davis, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT
ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS

CONSENT

AUTHORIZATION TO HIRE

Number	Name	Position	Start Date	Fund	Site
01CE12270	Daniella Hazan	Guest Teacher	1/19/2023	General	District Wide
01CE12271	Andrea Zhu	Guest Teacher	1/30/2023	General	District Wide
01CE12272	Rylie Beaty	Guest Teacher	2/10/2023	General	District Wide

AUTHORIZATION TO PAY STIPEND

Number	Name	Position	Start Date	Fund	Salary	Site
01CE12273	Julie Matthews	Lead Teacher	01/01/2023	Site	\$700	ROES
01CE12274	Elissa Duffy	SST Coordinator	01/01/2023	Site	\$700	ROES
01CE12275	Danielle McKendry	Class Size Overages (January 2023)	01/09/2023	General	\$320	ROES
01CE12276	Tahnee Munoz	Class Size Overages (January 2023)	01/09/2023	General	\$480	ROES
01CE12277	Lynnae Gaeta	Class Size Overages (January 2023)	01/09/2023	General	\$480	ROES
01CE12278	Maureen McDowell	Class Size Overages (January 2023)	01/09/2023	General	\$320	ROES
01CE12279	Alexis Ma	Class Size Overages (January 2023)	01/09/2023	General	\$140	ROES
01CE12280	Sandra Hirano	Class Size Overages (January 2023)	01/09/2023	General	\$320	BES
01CE12281	Brandie Pryor	Class Size Overages (January 2023)	01/09/2023	General	\$320	BES
01CE12282	Allison Elbaz	Class Size Overages (January 2023)	01/09/2023	General	\$320	BES
01CE12283	Erik Squire	Class Size Overages (January 2023)	01/09/2023	General	\$320	BES
01CE12284	Casey Webb	All-Stars Basketball Boys	12/05/2022	Site	\$600	MCMS
01CE12285	Casey Webb	All-Stars Basketball Girls	12/05/2022	Site	\$600	MCMS
01CE12286	Jeff Smith	Varsity Head Coach - Baseball	01/24/2023	Site	\$3,500	OPHS
01CE12287	Jeff Smith	Class Size Overages (January 2023)	01/10/2023	General	\$82	OPHS
01CE12288	Dave Kinber	Varsity Assistant Coach - Baseball	01/24/2023	Site	\$2,000	OPHS
01CE12289	Eric Pryor	Varsity Head Coach - Softball	01/24/2023	Site	\$3,500	OPHS
01CE12290	Eric Pryor	Class Size Overages (January 2023)	01/10/2023	General	\$44	OPHS
01CE12291	Rob Hall	Varsity Assistant Coach - Softball	01/24/2023	Site	\$1,400	OPHS
01CE12292	Adam Nielson	Varsity Head Coachg - Boys' Tennis	01/24/2023	Site	\$2,500	OPHS
01CE12293	Adam Nielson	JV Head Coach - Boys' Tennis	01/24/2023	Site	\$1,500	OPHS
01CE12294	Vic Anderson	Class Size Overages (January 2023)	01/10/2023	General	\$70	OPHS
01CE12295	Tim Chevalier	Class Size Overages (January 2023)	01/10/2023	General	\$174	OPHS
01CE12296	Kathy Bowman	Class Size Overages (January 2023)	01/10/2023	General	\$86	OPHS
01CE12297	Anastaia Kokiousis	Class Size Overages (January 2023)	01/10/2023	General	\$98	OPHS
01CE12298	Cynthia Lavancy	Model UN Advisor (Spring)	01/09/2023	PFA	\$650	OPHS
01CE12299	Stacy McClamma	Musical Director	01/11/2023	Site Donation	\$1,708	OPHS
01CE12300	Stacy McClamma	Choir (Spring)	01/11/2023	Site	\$1,350	OPHS
01CE12301	Zach Borquez	Technical Advisor (Spring)	01/11/2023	Site Donation	\$1,708	OPHS

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT
ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS

CONSENT

IN-SERVICE CHANGE/ADDITIONAL HOURS					
Number	Name	Change	Effective Date	Fund	Site
01CE12302	Kellie Milbourn	Pregnancy Disability Leave	02/06/2023	General	BES
01CE12303	Kellie Milbourn	Pregnancy Disability Leave/Mat. Leave	02/08/2023	General	BES

SEPARATION

Number	Name	Position	Effective Date	Separation	Site
01CE12304	Jennifer Aaronson	Elementary Teacher	02/15/2023	Deceased	OHES

Prepared by: Stewart McGugan Assistant Superintendent, Human Resources

Respectfully Submitted,

 Jeff Davis, Ed.D.
 Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: RATIFY PURCHASE ORDERS – JANUARY 1 THROUGH JANUARY 31, 2023

CONSENT

ISSUE: Shall the Board ratify the following purchase orders issued for the period January 1 through January 31, 2023?

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 January 1 through January 31, 2023?

FISCAL IMPACT: All purchase orders listed are approved by an administrator and included in the Budget.

BOARD POLICY: Pursuant to Board Policy 3300 Expenditures/Expending Authority - The Board is required to review all transactions entered into by the Superintendent or designee on behalf of the Board every 60 days. (Education Code 17605)

GOAL: In support of District Goal #4- Utilizing resources efficiently and responsibly.

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,

Jeff Davis, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

Includes Purchase Orders dated 01/01/2023 - 01/31/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
010-4100 Approved Textbooks and Core Cu					
P23-00564	Amazon Capital Services, Inc.	005	BES 2nd gr RWW Order	010-4100	214.88
P23-00565	Amazon Capital Services, Inc.	005	BES 2nd Gr RWW order cont'd	010-4100	39.83
P23-00566	Amazon Capital Services, Inc.	005	S. Rosenblum RWW Order	010-4100	274.79
P23-00568	McGraw-Hill School Education Holdings, LLC	005	2022-23 OVHS Marine Bio TE	010-4100	326.43
P23-00571	Amazon Capital Services, Inc.	005	5th Gr RWW Books- Stephens & Becker	010-4100	131.30
P23-00582	Houghton Mifflin Harcourt	005	OPIS Additional Book Order	010-4100	453.39
P23-00589	Amazon Capital Services, Inc.	005	5th Gr RWW Books- Powers	010-4100	79.35
Total:010-4100 Approved Textbooks and Core Cu					1,519.97
010-4330 Other Materials and Supplies N					
B23-00188	DIY Home Center	009	Open purchase order	010-4330	300.00
B23-00191	Document Systems	012	Xerox Copiers Supplies	010-4330	500.00
B23-00192	Xerox Corporation	011	Color copies and staples for Xerox copiers	010-4330	1,200.00
P23-00528	Uline	004	Hexagon Picnic Tables for Library Patio OPHS	010-4330	44.00
P23-00535	Amazon Capital Services, Inc.	004	Oscilating Fans for the Locker Room @MCMS	010-4330	764.44
P23-00536	Amazon Capital Services, Inc.	004	M & O Materials Needed	010-4330	466.44
P23-00548	PowerSchool Group LLC	024	Subscription for Naviance	010-4330	1,272.68
P23-00550	VEX Robotics, Inc	012	SWP: AME Pathway	010-4330	12,446.85
P23-00551	Bsn Sports	012	DISC: Staff Spiritwear	010-4330	1,395.21
P23-00554	VCOE	012	Disc: Cumulative Folders	010-4330	85.80
P23-00560	Amazon Capital Services, Inc.	012	SWP: AME Pathway	010-4330	206.92
P23-00567	Amazon Capital Services, Inc.	004	Computer	010-4330	385.02
P23-00570	Amazon Capital Services, Inc.	013	Oth/Supply/Arch/CTEIG	010-4330	315.69
P23-00572	Amazon Capital Services, Inc.	005	Earphones for CogAT testing	010-4330	149.64
P23-00574	Eyedentity Graphics Inc.	004	Parking Sign for OHES	010-4330	57.18
P23-00576	Amazon Capital Services, Inc.	004	Air Purifiers OPHS	010-4330	214.48
P23-00577	Amazon Capital Services, Inc.	004	Whiteboard for G1 @MCMS	010-4330	34.30
P23-00588	Amazon Capital Services, Inc.	004	Emergency Water for District/OPHS SUV's	010-4330	37.54
P23-00590	Amazon Capital Services, Inc.	004	M & O Equipment and Supplies	010-4330	3,062.24
P23-00591	Amazon Capital Services, Inc.	004	Items for Maintenance Office	010-4330	97.28
P23-00592	Amazon Capital Services, Inc.	009	Ipad carrier for health office	010-4330	26.05
P23-00596	Thomson Reuters - West	001	Education Code Books 2023	010-4330	533.76
T23-00034	Amazon Capital Services, Inc.	007	3D Printer parts	010-4330	10.61
T23-00038	Amazon Capital Services, Inc.	007	Tech Supplies	010-4330	156.48
Total:010-4330 Other Materials and Supplies N					23,762.61
010-4410 Equipment New Non-Capitalized					
P23-00528	Uline	004	Hexagon Picnic Tables for Library Patio OPHS	010-4410	5,926.88

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

ESCAPE ONLINE

Page 1 of 5

Includes Purchase Orders dated 01/01/2023 - 01/31/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-00553	Uline	004	Umbrellas and Stands PFA Funded @MCMS	010-4410	6,053.51
P23-00562	Amazon Capital Services, Inc.	004	Ergonomic Desk Adapter per Ergo Eval	010-4410	561.99
T23-00036	Compuwave Inc.	007	Dell Desktop Computers (qty 4)	010-4410	3,449.16
Total:010-4410 Equipment New Non-Capitalized					15,991.54
010-5200	Travel and Conference				
P23-00534	Computer Using Educators, Inc dba CUE, Inc	005	22-23 Spring CUE Registration	010-5200	778.00
P23-00575	Treasurer, ZNUG	005	2023 Q National Users Conf. Registration	010-5200	395.00
P23-00584	VCSCA	005	VCSCA Spring Workshop Registration	010-5200	260.00
T23-00033	JAMF	007	JAMF Training Pass for Certifications	010-5200	9,000.00
Total:010-5200 Travel and Conference					10,433.00
010-5300	Dues and Memberships				
P23-00569	National School PR Assoc	000	Ragini NSPRA Annual Dues	010-5300	205.00
Total:010-5300 Dues and Memberships					205.00
010-5600	Rents, Leases, and Repairs				
B23-00189	Salinas & Sons Rooter Service	004	2022/23 Plumbing Emergency Services DW	010-5600	1,725.00
P23-00159	Ready Refresh by Nestle	024	OPIS Water #0027298777	010-5600	1,000.00
P23-00539	Ray-Mac Painting, Inc	004	Paint Shade Sail Brackets @ Red Oaks ES	010-5600	3,510.00
P23-00541	M/M Mechanical, Inc	004	Excavate Main Line @MCMS	010-5600	7,554.00
P23-00542	Enhanced Landscape Mgmt, Inc	000	Remove Dead Trees at Library @OPHS	010-5600	700.00
P23-00573	M/M Mechanical, Inc	004	2022/2023 Plumbing Repairs as needed DW	010-5600	5,000.00
P23-00578	Precision Plumbing	004	Emergency Repair Replace Broken Valve Bldg G-OPHS	010-5600	10,384.03
P23-00593	TD Sports, Inc. Sport Court of So. CA	004	Backboard Replacement @Red Oak Elementary School	010-5600	3,250.00
P23-00594	Forbess Consulting Group, Inc.	004	Air Quality Assessment @OPHS Admin Building	010-5600	1,535.00
P23-00595	Riddell All American Sports Co rp	013	Athletic Helmets Reconditioning	010-5600	5,564.76
Total:010-5600 Rents, Leases, and Repairs					40,222.79
010-5820	Other Operating Expense				
B23-00190	Acorn Press	000	Acorn Ads Resident Enrollment OPUSD	010-5820	1,100.00
P23-00529	Boston Tea Party A Revolutionary Experience	010	5th Grade Boston Tea Party Skpye Experience	010-5820	500.00
P23-00530	Fedex Kinkos Customer Administrative Service	005	FedEx Shipping for a return	010-5820	34.24

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

ESCAPE ONLINE

Page 2 of 5

Includes Purchase Orders dated 01/01/2023 - 01/31/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-00531	TUMBLEWEED EDUCATIONAL ENTERPRISES INC	010	Buses 4th Field Trip to Channel Island N.P.	010-5820	1,450.00
P23-00532	Ms. Amy's Enrichment	015	Contract for Film Production Class	010-5820	7,000.00
P23-00533	Document Tracking Service, LLC	005	2023 DTS Contract	010-5820	695.00
P23-00537	Acorn Press	000	Ad for Sale of Obsolete Tech Equipment	010-5820	400.00
P23-00538	Southwinds Transportation	009	Donation bus for 1st grade field trip	010-5820	1,131.20
P23-00540	HEINEMANN	005	BES 2nd gr UOS	010-5820	501.39
P23-00543	U.S. Bank Trust Nat'l Assn.	004	Admin Fees GOB Election 2006 Series 2007	010-5820	950.00
P23-00544	U.S. Bank Trust Nat'l Assn.	004	Admin Fees GOB Election 2006 Series 2013A	010-5820	1,000.00
P23-00545	U.S. Bank Trust Nat'l Assn.	004	Admin Fees GOB Election 2006 Series 2015A	010-5820	900.00
P23-00546	U.S. Bank Trust Nat'l Assn.	004	Admin Fees GOB Election 2008 Series 2013B	010-5820	1,000.00
P23-00547	U.S. Bank Trust Nat'l Assn.	004	Admin Fees GOB Election 2020 Refunding Bonds	010-5820	950.00
P23-00549	Amazon Capital Services, Inc.	005	MCMS Math Intervention Books	010-5820	227.06
P23-00555	Leonis Adobe Association	009	Deposit for 4th grade Leonis Adobe	010-5820	50.00
P23-00557	Southwinds Transportation	011	Parent funded field trip--1st gr. Leonis Adobe	010-5820	1,131.20
P23-00558	AAA Camps, LP DBA Valley Trails Summer Camp	011	Parent funded field trip--4th gr. VT Ranch	010-5820	1,620.00
P23-00559	Ronald Reagan Library	011	Parent funded field trip-Reagan Library, 5th gr.	010-5820	1,737.00
P23-00563	Southwinds Transportation	009	Donation - PTA	010-5820	1,131.20
P23-00579	National Assoc. Of Secondary	024	National Honor Society Affiliation Dues	010-5820	385.00
P23-00580	Southwinds Transportation	011	Parent funded field trip--4th gr. Leonis Adobe	010-5820	565.60
P23-00581	ATKINSON ANDELSON LOYAL RUUD & ROMO PROFESSIONAL CORP	000	Roger Rice Master Schedule Training	010-5820	5,000.00
P23-00583	W.W. Norton & Company, Inc	005	OPHS New Reader for AP Language	010-5820	5,562.50
P23-00587	Leonis Adobe Association	009	Donation 4th grade field trip	010-5820	982.00
T23-00009	VCOE	007	Aequitas Q SIS hosted by VCOE	010-5820	68,506.00
T23-00032	Ventura County Star	007	Legal Ads for Bids ERATE	010-5820	642.32
T23-00035	Ventura County Star	007	Legal Ads for Bids ERATE	010-5820	642.32
T23-00037	Infinity Comm & Consult	007	ERATE Consulting Services CAT 2 Network Refresh	010-5820	12,750.00

Total:010-5820 Other Operating Expense **118,544.03**

010-5900 Telephone and Communications

P23-00530	Fedex Kinkos Customer Administrative Service	005	FedEx Shipping for a return	010-5900	570.61
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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.

ESCAPE ONLINE

Page 3 of 5

Includes Purchase Orders dated 01/01/2023 - 01/31/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
Total:010-5900 Telephone and Communications					570.61
010-9330	Prepaid Expenditures (Expenses				
P23-00552	Pali Institute AttnBusiness Manager	012	Don: Pali Deposits	010-9330	51,840.00
Total:010-9330 Prepaid Expenditures (Expenses					51,840.00
120-4330	Other Materials and Supplies N				
P23-00561	Amazon Capital Services, Inc.	028	Supplies for BES ext. care site	120-4330	108.10
P23-00585	Amazon Capital Services, Inc.	028	Supplies for BES ext. care site	120-4330	226.01
P23-00597	Ryan Communications	028	Replacement of radio volume control knob-ROES	120-4330	111.28
Total:120-4330 Other Materials and Supplies N					445.39
120-5820	Other Operating Expense				
P23-00556	Carl Abajian Captain Carl's Mobile Tidepool	028	Living Marine Presentation-Ext. Care sites 1/4&1/5	120-5820	1,375.00
Total:120-5820 Other Operating Expense					1,375.00
211-5820	Other Operating Expense				
P23-00586	Barnhart Balfour Beatty, Inc Balfour Beatty Construction	004	CM Services Dec 2022 #56000	211-5820	1,600.00
Total:211-5820 Other Operating Expense					1,600.00
211-6272	Construction Management Fees				
				211-6272	7,980.00
Total:211-6272 Construction Management Fees					7,980.00
Total Number of POs				84	
				Total	274,489.94

Fund Recap

Fund	Description	PO Count	Amount
010	General Fund	79	263,089.55
Total Fiscal Year 2023			263,089.55
120	Child Development Fund	4	1,820.39
Total Fiscal Year 2023			1,820.39
211	Measure S Facilities & Tech	1	9,580.00
Total Fiscal Year 2023			9,580.00
Total			274,489.94

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

ESCAPE ONLINE

Page 4 of 5

Includes Purchase Orders dated 01/01/2023 - 01/31/2023

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
010-4330	Other Materials and Supplies N			
B23-00075	11,183.78	010-4330	General Fund/Other Materials and Supplies N	2,000.00
B23-00093	9,615.00	010-4330	General Fund/Other Materials and Supplies N	6,615.00
B23-00095	1,800.00	010-4330	General Fund/Other Materials and Supplies N	421.48
B23-00105	5,000.00	010-4330	General Fund/Other Materials and Supplies N	3,000.00
Total:010-4330 Other Materials and Supplies N				12,036.48
010-5820	Other Operating Expense			
P23-00334	254,220.00	010-5820	General Fund/Other Operating Expense	115,671.91
P23-00339	188,067.05	010-5820	General Fund/Other Operating Expense	144,482.45
Total:010-5820 Other Operating Expense				260,154.36
130-5600	Rents, Leases, and Repairs			
FS23-00010	1,260.00	130-5600	Cafeteria Fund/Rents, Leases, and Repairs	460.00
Total:130-5600 Rents, Leases, and Repairs				460.00
211-4330	Other Materials and Supplies N			
P23-00192	1,000.00	211-4330	Measure S Facilities & Tech/Other Materials and Supplies N	500.00
P23-00522	5,000.00	211-4330	Measure S Facilities & Tech/Other Materials and Supplies N	1,000.00
Total:211-4330 Other Materials and Supplies N				1,500.00
211-6209	Main Construction-Buildings			
P23-00045	221,741.27	211-6209	Measure S Facilities & Tech/Main Construction-Buildings	14,999.00
Total:211-6209 Main Construction-Buildings				14,999.00
Total PO Changes				289,149.84

Location Key

000 District Wide Programs / Undesignated 004 Business Administration 005 Curriculum
 007 Technology Coordinator
 009 Brookside Elementary School
 011 Red Oak Elementary School
 012 Medea Creek Middle School
 013 Oak Park High School
 015 Oak View High School
 023 Oak Park Neighborhood School
 028 Extended Care

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

ESCAPE ONLINE

Page 5 of 5

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: APPROVE ACCEPTANCE OF DONATION

CONSENT

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

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

Site/Program	Gift/Donor	Gift
Oak Park Unified School District	Disney VoluntEARS Grant	\$2,000

BOARD POLICY: Pursuant to Board Policy 3290 Gifts/Grants/Bequests - The Governing Board may accept any gift, grant, or bequest of money, property, or service to the district from any individual, organization, foundation, public or private agency that desires to support the district's educational program. Before accepting any gift, grant, or bequest, the Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, philosophy, and operations.

GOAL: N/A

RECOMMENDATION: Accept the donation with thanks.

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
**SUBJECT: APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL, BASEBALL
APRIL 2-6, 2023.**

CONSENT

ISSUE: Shall the Board approve an overnight trip for OPHS Varsity Baseball to San Diego, California?

BACKGROUND: Principal, Mat McClenahan requests approval for the Lions Tournament scheduled for April 2-6, 2023 in San Diego, CA. Approximately 28 students and 4 coaches will travel in district vehicles. They will depart on Sunday, April 2nd at approximately 1:00 p.m. and return on Thursday, April 6th at approximately 10:30 p.m. Students and chaperones will stay at hotel Springhill Suites San Diego Mission Valley, in San Diego, CA. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved Field Trip Planning/Checklist have been met.

FISCAL IMPACT: The cost of this trip is \$300 per student (which includes lodging, food, and transportation.) Funding Source is the Baseball Fund and is included in the 2022-2023 ASB Budget and the Athletic Booster Club Baseball Funds.

BOARD POLICY: Pursuant to Board Policy 6153 School Sponsored Trips – Requests for field trips involving out-of-state, out-of-country, or overnight travel require Board approval prior to the trip.

GOAL: In support of District Goal 2.B. – Increase extracurricular program offerings and participation in all TK-12 schools.

ALTERNATIVES:

1. Approve the overnight trip for Oak Park High School Varsity Baseball, San Diego, CA.
2. Do not approve the overnight trip for Oak Park High School Varsity Baseball, San Diego, CA.

RECOMMENDATION: Alternative No. 1

Prepared by: Debbie Goodnough, Athletic Secretary, Oak Park High School
Mat McClenahan, Principal, Oak Park High School

Respectfully submitted:

Jeff Davis, Ed.D.
Superintendent

BOARD MEETING, FEBRUARY 28, 2023

Approve overnight trip for Oak Park High School

Varsity Baseball Team to San Diego, CA.

Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
**SUBJECT: APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL,
MEDIA (JOURNALISM/YEARBOOK) – APRIL 20-22, 2023.**

CONSENT

ISSUE: Shall the Board approve an overnight field trip for the OPHS Media (Journalism/Yearbook) to San Francisco, California?

BACKGROUND: Principal, Mat McClenahan, requests approval for the JEA/NSPA Spring National High School Journalism Convention scheduled April 20-22, 2023 in San Francisco, CA. Approximately 13 students, 2 female teachers and 1 male chaperone will travel by air departing on Thursday, April 20th at approximately 1:30 p.m. and returning Saturday, April 22nd at approximately 6:00 p.m. Students and chaperones will stay at San Francisco Hilton Union Square in San Francisco, CA. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved Field Trip Planning/Checklist have been met.

FISCAL IMPACT: The cost is approximately \$668 per student (which includes convention fee, lodging, airfare, and food.) Chaperones expenses will be covered partly by a PFA donation and by the advisors and the Journalism Fund and is included in the 2022-2023 ASB Budget.

BOARD POLICY: Pursuant to Board Policy 6153 School Sponsored Trips – Requests for field trips involving out-of-state, out-of-country, or overnight travel require Board approval prior to the trip.

GOAL: In support of District Goal 2.B. – Increase extracurricular program offerings and participation in all TK-12 schools.

ALTERNATIVES:

1. Approve the overnight trip for Oak Park High School Media (Journalism/Yearbook) – San Francisco, CA.
2. Do not approve the overnight trip.

RECOMMENDATION: Alternative No. 1

Prepared by: Debbie Goodnough, Athletic Secretary, Oak Park High School
Mat McClenahan, Principal, Oak Park High School

Respectfully submitted:

Jeff Davis, Ed.D.
Superintendent

BOARD MEETING, FEBRUARY 28, 2023

Approve overnight trip for Oak Park High School
Media (Journalism/Yearbook) – San Francisco, CA.
Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
**SUBJECT: APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL CHSSA
SPEECH & DEBATE CALIFORNIA STATE CHAMPIONSHIPS , APRIL 21-23,
2023**

CONSENT

ISSUE: Shall the Board approve an overnight for the OPHS Speech and Debate Club?

BACKGROUND: Principal, Mat McClenahan, requests approval for this tournament scheduled for April 21-23, 2023 in Carlsbad, CA. Approximately 25 students will travel with their parents separately to and from this tournament in private vehicles. They will meet the Debate Coach at Carlsbad High School at 2 p.m. on April 21st. The Team Coach and Parent Chaperones will be present. It is optional for students to spend Friday and/or Saturday night. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved Field Trip Planning Guide/Checklist has been met.

FISCAL IMPACT: The cost of entry fees will be covered from the yearly donations. Lodging, transportation, and meals are not included. Funding source is the Speech and Debate ASB account and is included in the 2022-2023 budget.

BOARD POLICY: Pursuant to Board Policy 6153 School Sponsored Trips – Request for field trips involving out-of-state, out -of-country, or overnight travel require Board approval prior to the trip.

GOAL: In support of District Goal 2.B. – Increase extracurricular program offerings and participation in all TK-12 schools.

ALTERNATIVES:

1. Approve the overnight trip for the Oak Park High School Speech & Debate Club – Carlsbad, CA.
2. Do not approve the overnight trip.

RECOMMENDATION: Alternative No. 1

Prepared by: Debbie Goodnough, Athletic Secretary, Oak Park High School
Mat McClenahan, Principal, Oak Park High School

Respectfully submitted:

Jeff Davis, Ed.D.
Superintendent

BOARD MEETING, FEBRUARY 28, 2023

Approve overnight trip for Oak Park High School

Oak Park High School Speech & Debate Club – Carlsbad, CA

Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 28, 2023

SUBJECT: APPROVE OVERNIGHT TRIP FOR MEDEA CREEK MIDDLE SCHOOL 8TH GRADE STUDENTS TO ALL IT TAKES LEADERSHIP SUMMIT, APRIL 28 MAY 1, 2023, CAMP CAMPBELL, BOULDER CREEK, CA

CONSENT

ISSUE: Shall the Board of Education approve an overnight trip for Medea Creek Middle School 8th Grade students for All It Takes Leadership Summit?

BACKGROUND: This experiential youth leadership camp is an opportunity for students to develop their power of influence and natural leadership skills. About 8 of our eighth graders will be invited to attend. These students exhibit natural leadership abilities but may not be in ASB or WEB. These students may not be actively influencing; however, they have the 'it' factor that others gravitate to.

Students will participate in activities that support a deep understanding of their impact on the world around them and how the world impacts them. Through this experience students create a shift in their ability to relate to and influence those around them, building competence, confidence, and motivation to make a change in their school community.

Adults that participate will learn skills to master communication and connection with the students at the school and the ability to create deeper connections and how to maintain authority while deepening relationships and respect. They will understand the power of inclusion, self-efficacy, accountability, safety, and attachment to community and how to develop these skills with their youth

3-4 staff members along with Principal Jantz will attend the trip with the students. MCMS students will attend with other schools from California, 8th-10th graders. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved Field Trip Planning/Checklist have been met. More information can be found at this link: <https://www.allittakes.org/summit>

FISCAL IMPACT: This is a no cost program thanks to the CalHOPE Schools Initiative and includes boarding and charter bus transportation to and from campus. This training program is valued at \$995 per participant and is limited to 100 participants (both Educators and Students) in CA.

BOARD POLICY: Pursuant to Board Policy 6153 School Sponsored Trips – Requests for field trips involving out-of-state, out-of-country, or overnight travel require Board approval prior to the trip.

GOAL: In support of District Goal 2.B. – Increase extracurricular program offerings and participation in all TK-12 schools.

ALTERNATIVES:

1. Approve overnight trip for Medea Creek Middle School students to All It Takes Leadership Summit
2. Do not approve overnight trip for Medea Creek Middle School

BOARD MEETING, FEBRUARY 28, 2023

Approve an overnight trip for MCMS 8th Grade students
for All It Takes Leadership Summit to Boulder Creek, CA
Page 2

RECOMMENDATION: Alternative No. 1

Prepared by: Gia Jantz, Principal, Medea Creek Middle School

Respectfully submitted:

Jeff Davis, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: APPROVE INTERNET SERVICE PROVIDER CONTRACT WITH SPECTRUM FOR DISTRICT OFFICE

CONSENT

ISSUE: Shall the Board approve the contract with Spectrum for Internet Service for the district office?

BACKGROUND: The district has utilized the ERATE process to solicit bids for internet service to the district office. This new 1Gbps fiber-optic based service will replace a residential class cable modem class service the district has been using as its “backup” internet service. This new service will serve as an emergency internet service if the district’s primary connection to the Internet through VCOE becomes disrupted providing the district redundancy and allowing some access to the internet and the district phone service (which is based on VOIP technology) to remain functional. The new service is eligible for ERATE discounts of 40% and additional discounts from the California Teleconnect Fund of up to 50%.

After soliciting bids through the ERATE process, Infinity Communications, the district’s ERATE consultant recommends the proposal from Spectrum as the best option to meet the district’s needs, including cost. This is a 5-year contract that begins on July 1, 2023.

FISCAL IMPACT: Monthly recurring cost for the service will be approximately \$225/month before taxes and fees. The estimated annual cost after ERATE/CTF discounts is \$1500. These costs are already part of the district’s technology operating budget and would be less than what the district currently pays for its emergency backup internet service.

BOARD POLICY: Pursuant to Board Policy 3312 Contracts - For the contract to be valid or to constitute an enforceable obligation against the district, all contracts must be approved and/or ratified by the Governing Board.

GOAL: In Support of Goal 4 – Utilizing resources efficiently and responsibly.

ALTERNATIVES:

1. Approve contract with Spectrum for Internet Service for the district office.
2. Do approve contract with Spectrum.

RECOMMENDATION: Alternative No. 1

Prepared by: Enoch Kwok, Director of Technology
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

Jeff Davis, Ed.D.
Superintendent

BOARD MEETING, FEBRUARY 28, 2023

Approve the contract with Spectrum for Internet Service
for the district office

Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Spectrum Enterprise

Proposal for Oak Park Unified School

Form 470 Number: 230007640

Submission Date: 1/4/2023

Presented To:
Bryanda Ramirez
District Erate Consultant
4909 Calloway Drive, Suite 102
Bakersfield, CA 93312

Presented By:
Bonny Thompson
Strategic Account Manager - Gov't/Ed
17777 Center Court Dr., Ste. 800
Cerritos, CA 90703
(562) 677-0472
bonny.thompson@charter.com

Wednesday, January 4, 2023

Bryanda Ramirez
District Erate Consultant
Oak Park Unified School
4909 Calloway Drive, Suite 102
Bakersfield, CA 93312

Dear Bryanda:

Spectrum Enterprise¹ offers this proposal for your consideration highlighting the benefits of adding network solutions to your existing services. Our proposal demonstrates Spectrum's ability to continue to provide innovative technology enhancements that will keep Oak Park Unified School on the cutting edge.

As an existing Spectrum customer, Oak Park Unified School will continue to enjoy best-in-class services and be in a better position to seamlessly integrate new services into your telecommunications inventory.

Growing our partnership ensures Oak Park Unified School continues to benefit from a strong telecommunications foundation, and maximizes Oak Park Unified School's ability to create new opportunities and drive innovation in your community.

Thank you for the opportunity to respond to your Request for Proposal ("RFP"). Bonny Thompson is leading Spectrum's effort. Please do not hesitate to contact Bonny at (562) 677-0472 and bonny.thompson@charter.com.

Sincerely,

DocuSigned by:



05F460E39E2A4D5...

Thomas Heil

Manager, Sales Vertical Accounts

¹ Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC a subsidiary of Charter Communications, Inc.

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Fiber Internet Access Service Level Agreement 32

TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Oak Park Unified School ("Customer" or "Oak Park Unified School") or otherwise be sufficient to create a binding contract between Oak Park Unified School and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Service Agreement which incorporates the Spectrum Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/terms-and-conditions.html>) plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by Oak Park Unified School based on this proposal, if the full Agreement is not executed by the applicable FCC submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related USAC requirements, an agreement incorporating the terms of the Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

The qualifications stated herein apply to all parts, provisions, and documents of the RFP and Spectrum's response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.

TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The terms used to describe specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and their corresponding abbreviations for your convenience.

GENERAL TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT
SERVICE PROPOSAL TERMS	ABBREVIATION
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
INTERNET PROTOCOL	IP
ETHERNET SERVICES TERMS	ABBREVIATION
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN
FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
ENTERPRISE AND STRATEGIC MARKETS NETWORK OPERATIONS CENTER	ESM NOC
SERVICE LEVEL AGREEMENT	SLA

EXECUTIVE SUMMARY

Spectrum is pleased to provide this response illustrating our ability to provide Oak Park Unified School with network solutions. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced communications services and computing technologies in the classroom have become vital to education. Unfortunately, today's challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-Rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools, libraries, and their districts. Federally funded E-Rate discounts have made today's technology more affordable.

Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-Rate accounts. We understand the E-Rate program and how best to benefit from it. Our experience in this area will provide E-Rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Technology and education have converged, and your communications needs are growing rapidly.

Get Powerful Services with the Financial Benefits of E-Rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-Rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-Rate program.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are quoting will match your specific and discrete needs.

When you collaborate with Spectrum for network solutions, we assign a dedicated account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs.
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs.
- ▶ **E-Rate Specialists:** experienced with E-Rate rules and regulations and are billing and standard discounts experts.
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way.
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs.
- ▶ **Enterprise Network Operations Center:** 24/7 facilities that continuously monitor the network.

E-Rate clients have direct access to our Government Subsidized Programs (GSP) department who specialize in E-Rate, Rural Health Care ("RHC"), and California Teleconnect ("CTF") programs. To support E-Rate program participation, Spectrum:

- ▶ Provides to client a Federal Communications Commission ("FCC") Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Agreement review.
- ▶ Reviews FCC Form 471 for possible errors and omissions and distributes to the client accompanying Receipt Acknowledgement Letter ("RAL") Modification recommendation necessary to maximize eligible funding.
- ▶ Monitors Service Provider Invoicing ("SPI") invoice submissions and SPI discount application (FCC Form 474).
- ▶ Will be available to address program questions or concerns via email.

IMPLEMENTATION PLAN

Upon award of the project, Spectrum will meet with Oak Park Unified School's technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. A project work schedule will be jointly prepared with Oak Park Unified School, identifying key project milestones.

Sample Implementation Timeline

Description	Resource	Result	Time Duration
Project Initiation	Internal	Project released to Service Delivery. Project manager makes contact with Customer	1 week
Project Initiation	Internal	Internal kickoff design, bill of materials review, develop deployment strategy, review timelines, risks, project materials ordered, construction tasks begin	1 week
Project Execution	External	External kickoff call with Customer	1 week
Project Execution & Control	Internal / External	Recurring internal / external project meetings to update status, review action items, and go over project risks	1 week
Project Execution & Control	Internal / External	Weekly recurring internal and Customer project meetings, material receipt, fiber construction activities, facility build-outs, core equipment deployment, provisioning, risk mitigation, CPE deployment, test and turn-up for sites that become ready	4 weeks
Project Closure	Internal / External	Test and turn-up documents delivered to customer, CB NOC enrollment for monitoring	1 week

Spectrum's project implementation plan is to be used as an estimate only. Milestones are projected dates. Actual dates and time frames may vary due to, but not limited to, inclement weather.

The team that will be assigned to this project is experienced in designing, implementing and maintaining large scale networks. We have project managers in-house who will be dedicated to this project and who will be the point of contact for the entire project life cycle. Our project managers understand the importance of deadlines and meeting customer expectations.

Spectrum operates with a team concept so that cross-checking of work outputs and resource backup is always in place, and more than one individual understands each process from beginning to end. Qualified personnel with depth of knowledge in the same processes and procedures used in this project are accessible in the event an assigned team member becomes unavailable.

Upon completion of the construction, the project will be handed off to a local Network Technician who will install the Spectrum provided and owned Cisco or comparable switch(es), as applicable, at Oak Park Unified School's site. The Network Technician will work with the Network Operations Center to verify connectivity and to provision the correct bandwidth. Once installation and testing are complete, Oak Park Unified School will be notified that the service is available for use.

FIBER INTERNET ACCESS

Count on the reliability, bandwidth and speed of a dedicated internet connection.

Today's organizations depend on high-performing internet solutions to keep critical applications running and business operating. A dependable internet connection enables high performance for your network resources, allowing you to better serve employees and customers.

Spectrum Enterprise Fiber Internet Access (FIA) is a dedicated service that offers reliable connectivity nationwide with performance and support you can count on. Delivering scalable internet access, we offer 99.99 percent service availability all the way to the equipment at your location.

Product highlights

- ▶ **Superior performance:** Improves business productivity through a high-performing internet service that enables reliable connectivity.
- ▶ **Scalability and reach:** Provides a scalable platform with national reach and dense metro coverage to support current and future bandwidth needs.
- ▶ **Business continuity:** Allows for optional solutions to support internet uptime in the event of a disruption.
- ▶ **End-to-end support:** Provides a single, nationwide contact point for services and support including in-building connections to your equipment.
- ▶ **Value:** Offers cost-effective, straightforward pricing.

Key features

- ▶ A dedicated connection that is not shared with others, delivered over a reliable, advanced fiber network.
 - ▶ Service Level Agreement (SLA) provides service availability while also assuring low latency, jitter and packet loss all the way into the client suite.
 - ▶ Symmetrical access that scales up to 100 Gbps.
 - ▶ 24/7/365 U.S.-based support and local technicians.
 - ▶ Automatic wireless backup option provides seamless failover and failback functionality with battery backup and unlimited data.
 - ▶ Multiple physical diversity and redundancy options to help protect your network.
-

FIA technical specifications

Network

- ▶ IP over IEEE 802.3-based, full-duplex, non-circuit switched services.
- ▶ Provisioned via our advanced fiber network from the Customer premises to one of many hub locations throughout the Spectrum network footprint.
- ▶ Built-in network redundancy provides highly reliable and secure internet access.
- ▶ Fiber access circuits are unaffected by electromagnetic interference.

Routing

- ▶ Static or border gateway protocol (BGP) traffic routing options.

Internet access demarcation

- ▶ Fiber connections to the Spectrum network are monitored 24/7/365 via a dedicated network interface device (NID).
- ▶ Traffic is securely routed over the Spectrum IP network until it is delivered to the internet.
- ▶ Demarc extensions included for most buildings in footprint.

Static IP addresses:

- ▶ Initial IP block is included.
- ▶ Additional IP address space available upon request.
- ▶ Support for dual stacking of IPv4 and IPv6.

Optional services

Enhance FIA with a suite of technology services designed to protect, simplify and improve the performance of your network.

- ▶ **Wireless Internet Backup:** Get automatic wireless internet failover and failback service that is managed for you.
- ▶ **Wireless Internet:** Provide primary or secondary internet access over LTE Advanced technology with this all-inclusive wireless internet service.
- ▶ **Managed Network Edge:** Simplify the deployment and management of your network with this modular, all-in-one solution. Delivered over the Cisco Meraki platform, the solution offers security, routing, SD-WAN, WiFi, switching and cameras. Achieve flexibility and scalability with connectivity, equipment and network management from a single partner.
- ▶ **Managed Router Service:** Efficiently route traffic and improve bandwidth use without investing in hardware or day-to-day management.
- ▶ **Managed Security Services:** Protect your network with a fully managed solution that offers a firewall and unified threat management (UTM), intrusion detection and prevention, anti-malware, anti-virus, event log management and more.
- ▶ **DDoS Protection:** Guard against malicious volumetric attacks designed to overload your network with world-class distributed denial of service (DDoS) threat identification and mitigation.
- ▶ **Managed WiFi:** Meet customer demands for reliable connections to the internet with ubiquitous coverage across your facilities and 24/7/365 support.

SPECTRUM SERVICE PROPOSAL

Spectrum's proposal, including pricing, is subject to the following contingencies:

- ▶ Final engineering, design and site visits; and
- ▶ Acceptance of and entering into the Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum Services

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC
5801 Conifer St., Oak Park, CA 91377	FIA	500 Mbps	36	1	\$347.50	\$0.00
5801 Conifer St., Oak Park, CA 91377	Static IP	N/A	36	13	\$0.00	\$0.00
5801 Conifer St., Oak Park, CA 91377	FIA	500 Mbps	48	1	\$347.50	\$0.00
5801 Conifer St., Oak Park CA 91377	Static IP	N/A	48	13	\$0.00	\$0.00
5801 Conifer St., Oak Park, CA 91377	FIA	500 Mbps	60	1	\$347.50	\$0.00
5801 Conifer St., Oak Park, CA 91377	Static IP	N/A	60	13	\$0.00	\$0.00
5801 Conifer St., Oak Park, CA 91377	FIA	1 Gbps	36	1	\$347.50	\$0.00
5801 Conifer St., Oak Park, CA 91377	Static IP	N/A	36	13	\$0.00	\$0.00
5801 Conifer St., Oak Park, CA 91377	FIA	1 Gbps	48	1	\$347.50	\$0.00
5801 Conifer St., Oak Park, CA 91377	Static IP	N/A	48	13	\$0.00	\$0.00
5801 Conifer St., Oak Park, CA 91377	FIA	1 Gbps	60	1	\$347.50	\$0.00
5801 Conifer St., Oak Park, CA 91377	Static IP	N/A	60	13	\$0.00	\$0.00

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Agreement.

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-Rate Funding Contingency

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Upgrade Path

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth of Services during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). . Added services may be coterminous if the parties agree upon appropriate MRCs and any OTCs to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Service Order Extension Option

After the expiration of the Initial Order Term of the Service Order for services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum

agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same MRC applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the agreement between the parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

SPECTRUM'S RESPONSE TO OAK PARK UNIFIED SCHOOL DISTRICT'S RFP

Request for Proposal for Internet Service Provider Services

OAK PARK UNIFIED SCHOOL DISTRICT

RFP No: 403-23A.5

RFP Posting Date: December 7, 2022
Questions Due By: December 21, 2022 at 03:00 PM PST
Proposals Due By: January 4, 2023 at 01:00 PM PST

In conformity with the Federal Communications Commission (FCC) Schools and Library Division (SLD), "Universal Service Fund" (a.k.a. "E-Rate" funding) application process, Oak Park Unified School District, here after referred to as "Owner", is seeking proposals from qualified providers of **ISP Services**.

Any and all updated project information, forms, including addenda, will be distributed through the project website, located at www.infinitycomm.com/projects & <https://portal.usac.org/suite/>. All of these documents shall be made part of and material to the contract for services.

Spectrum's proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Customer may enter into a binding contract are understood to be subject to negotiation between the parties hereafter, with the Agreement (as defined in the Terms of Offer section, above) forming the basis of such contract.

*****Vendors, subcontractors, and subcontractors who perform on-site activities are required to contact the awarding entity for current health and safety protocols. Including but not limited to COVID-19 vaccination requirements.*****

Spectrum agrees to comply with CDC guidelines with respect to vaccination and other COVID-19 policies for its employees working on Customer's premises. Upon award, please provide any such policies to Spectrum to review.

Scope of Work

The Owner currently receives access to the World Wide Web at **200Mbps**, or higher. It is expected that all schools within the Owner connect to the Owners Office and then are connected to the internet via the Owners Office, unless otherwise noted in the "Additional Services List" below. It is anticipated that all staff and students within the Owner will be able to access this service.

The Respondent must include in their proposal any/all electronic equipment needed to accomplish access to the internet and monitoring of the circuit during normal business hours. Maintenance of all Respondents equipment shall be a part of the Respondents responsibility. If there is a one-time connection fee, please list this fee separately.

The Respondent shall provide service to **Oak Park Unified School District located at 5801 Conifer St., Oak Park, CA 91377.**

The Owner will accept a CalNet contract and CalNet terms and conditions if offered.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Agreement.

Internet Access

The Respondents cost to provide Internet Access (Bandwidth) shall include the following:

1. The available bandwidth shall be a minimum of **200Mbps**, or higher.
2. The service handoff shall be directly to the Owner's existing Local Area Network.
3. Internet access shall be available 24 hours, 7 days a week, 365 days a year.
4. Route all Owner's TCP/IP data traffic from their network to the internet.
5. Respondent must maintain connections to multiple Tier 1 internet providers.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

The MRCs and OTC are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

Spectrum's obligation is to provide Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

Unless otherwise set forth in an Attachment or applicable Service Level Agreement ("SLA"), Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under the Agreement.

Spectrum's SLA(s) shall apply and shall supersede and replace all SLA requirements outlined in this RFP. Please review Spectrum's applicable SLA(s) attached to this RFP response for details related to, among other things, availability, performance/service interruptions, maintenance, issue resolution, and credit procedures, as applicable.

Internet Connection

The Respondents cost to provide an Internet Connection (circuit), shall include the following:

1. The necessary physical connection from the Respondent to the Owner, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Respondent's supplied on-site premise equipment necessary to successfully transmit the requested service.

2. All costs necessary, including but not limited to, "curb-to-demarc", to deliver the requested hand off to the Owners existing "point-of-demarcation".
 - a. Point-of-Demarcation: **Oak Park Unified School District at 5801 Conifer St., Oak Park, CA 91377.**
3. Demarcation hand-off will be a **Single Mode Fiber LC connection**. Respondent will provide and maintain all premise equipment necessary to provide the Owner with the specified hand-off type of service requested.
4. Full duplex operation (bi-directional connection)
5. The requested service shall allow the following Network Protocols:
 - a. All TCP/IP protocols
 - b. All layer 1 and layer 2 protocols. Minimum layer 3 protocols (EIGRP, IGMP, IPSEC, OSPF, & RIP).
6. No other Respondents customer will have any physical or logical access to the Owner's traffic/VLAN.

All proposals from Respondents will include **any/all** costs associated with switching services from the Owner's present service provider. By providing a proposal to the RFP, the Respondent is acknowledging and accepting this requirement.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), service offering and bandwidth information. Special construction options, if applicable, are included in Spectrum's Service Proposal. Special construction payment options, if applicable are also included in Spectrum's Service Proposal.

The MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of the Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

Spectrum's proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum's control.

Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and

provision of the Services as contemplated in the Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Agreement.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Agreement.

Spectrum's obligation is to provide Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

Additional Services List

10 Static IP Addresses needed.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

E-Rate Requirements

The services requested in this RFP are dependent on funding from the E-Rate program. The Owner expects each Respondent to make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For further information regarding the E-Rate program, please reference the USAC Schools and Libraries website at: www.universalservice.org/sl/

All contracts entered because of this RFP and the associated Form 470 will be contingent upon:

1. Funding approval by the SLD.

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-Rate Funding Contingency. Customer may submit this Service Order and the Service Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

2. Approved funding amount equal to the funding amount as requested on the Form 471.

According to USAC, discounts can only be provided for the portion of the Services that eligible entities are receiving.

Please review the following link for further details:

<http://usac.org/si/applicants/beforeyoubegin/consortia/cost-allocations.aspx>.

Please also review Spectrum's E-Rate Funding Contingency clause inserted directly above.

3. The Respondent providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in the RFP.

Charter Communications Operating, LLC's SPIN is 143050436.

4. A certified Form 486 filed by the Owner and/or written "Notice to Proceed" from the Owner to the winning Respondent to initiate service. The Service Provider must contact the Owner prior to work proceeding.

Customer shall request Services by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

Per the requirements of the E-Rate program, no billing and/or service may begin for this contract prior to July 1, 2023 and may not extend past June 30, 2024. Per E-Rate rules, applications will be submitted each year of multi-year contracts for funding consideration.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1st turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1st turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

The Respondent is required to provide the Lowest Corresponding Price (LCP) for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to LCP, in regard to a service provider *not* providing the LCP, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide the LCP.

Spectrum complies with all LCP rules and regulations relating to its performance obligations specified in the Agreement.

Invoicing

The Owner has the right to choose the type of invoicing method used to pay for the services provided. The Respondent acknowledges this right upon submission of a response to this request.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the Customer has been funded through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the Form 486 and Receipt of Service Confirmation Form with USAC.

Upon award and upon request, Spectrum may assist with the applicable paperwork.

Service Provider Invoicing

The Owner's discount percentage rate, as determined on the Form 471, will be the maximum that the Owner is liable for. The Respondent will be responsible to invoice USAC for the remaining balance, when using the Service Provider Invoice (SPI) method, or Form 474. Prior to invoicing USAC for the service rendered, the Respondent agrees to provide the Owner a copy of the USAC invoice to verify that the service has been delivered and accepted by the Owner before the Respondent invoices USAC.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the Customer has been funded through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the Form 486 and Receipt of Service Confirmation Form with USAC.

Upon award and upon request, Spectrum may assist with the applicable paperwork.

According to USAC, discounts can only be provided for the portion of the Services that eligible entities are receiving.

Please review the following link for further details:

<http://usac.org/sl/applicants/beforeyoubegin/consortia/cost-alloccations.aspx>.

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-Rate Funding Contingency. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

BEAR Invoice Method

When utilizing the BEAR method of invoicing, the Respondent will invoice the Owner for the entire amount of the service rendered. The Owner will invoice USAC for the discounted portion of the services provided.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as Customer has been funded through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the Form 486 and Receipt of Service Confirmation Form with USAC.

Upon award and upon request, Spectrum may assist with the applicable paperwork.

Termination

The Owner reserves the right to terminate any contract and/or agreement with any Respondent, even the apparent winner, regardless of USAC's approval or denial of funding; any funding requested because of this RFP, prior to any work starting. The Owner reserves the right to accept the pricing proposal solely dependent upon SLD approval.

Termination is subject to Section 13 (Default, Suspension of Services and Termination) of the Agreement.

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-Rate Funding Contingency. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force

and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Bid Package Requirements

No bid will be accepted from, or contract awarded to a Respondent:

1. Who is not licensed in accordance with the law.
2. Does not hold a license qualifying them to perform work under this contract in the State of California.
3. Who does not hold a valid SPIN and is not in good standing with the FCC/USAC.
4. Who has not successfully performed one project of similar character and scope of the proposed work.
5. Does not provide all required documentation as required by this RFP.

Spectrum shall obtain and maintain at its own expense all licenses, approvals, and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Agreement. Charter Communications Operating, LLC's SPIN is 143050436 and FRN 002526580, and is in good standing with the FCC/USAC. A signed copy of the General Acknowledgement form, as modified by Spectrum, has been included within this response.

All prospective Respondents wishing to provide a proposal for this RFP must submit their responses to ATTN:Bryanda Ramirez at the email or physical address listed below:

Email: ATTN: **Bryanda Ramirez** at p1bids@infinitycomm.com

Mailing Address:

Bryanda Ramirez
Infinity Communications and Consulting, Inc.
4909 Calloway Drive, Suite 102
Bakersfield, CA 93312

Spectrum has read and understands.

Proposals will only be received until **January 4, 2023, at 01:00 PM PST**. Proposals received after this time will not be considered for award. Respondents will provide the RFP number and bid time in the subject line of the email, or if responding by mail the RFP number and bid time on the lower left-hand corner of the response envelope.

Spectrum has read and understands.

Due to the inconsistency and unreliability of physical delivery services, it is highly recommended that all responses be sent via email. Email responses are limited to 15Mb in size and must be in PDF format. Responses received after the appointed date and time will only be considered for review after responses received prior to the due date and time have been reviewed. Responses received after the appointed date and time will be subject to the owners Right to Reject any and all proposals.

Spectrum has read and understands.

All inquiries for this RFP will be directed to **Bryanda Ramirez** at p1bids@infinitycomm.com. The deadline for all questions regarding this RFP will be **December 21, 2022 at 3:00 PM PST**.

Spectrum has read and understands.

All Respondents are required to provide the following information. Failure to provide the following information can result in the Respondent's proposal being deemed non-responsive and removed from consideration by the Owner.

1. **Itemized Bid Price Sheet** – All proposed prices provided by the Respondent will be itemized, per the requirements of the E-Rate program. Respondents will provide itemized cost for a minimum of the following: eligible services/equipment, ineligible services/equipment, one-time costs breakdown, installation costs, any fixed costs, E-Rate eligible itemized tax and surcharges descriptions breakdown with cost, and utilization costs (such as cost per increment). Respondent will include in their bid response all monthly unit pricing for each component of this system and an annual estimate of the California Teleconnect Fund discount.

Please see Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of taxes, surcharges, and/or fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. For information regarding possible taxes, fees and surcharges, please review Section 7(b) (Taxes, Surcharges and Fees) of the Agreement. Service Charges will be invoiced as set forth in the Agreement.

Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

Spectrum will include the following within individual Service Orders:

California Teleconnect Fund (CTF) Contingency. If state funding for the California Teleconnect Fund ("CTF") is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-Rate discounts from the Universal Service Administrative Company ("USAC"), Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-Rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-Rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-Rate and CTF rules, or (ii) withdraws its request for E-Rate and/or CTF funding.

2. **Service Agreement** – Along with the Respondent's proposal, it is **REQUIRED** that the Respondent include a copy of their multiyear service agreement, when applicable. Upon review of all proposals, the Owner will sign, date, and return the successful Respondents agreement.

Spectrum has included a sample Agreement and applicable SLAs for Customer's review and upon award, will work with Customer to execute the final Agreement between the parties.

3. **Respondent Information** – Respondent will provide in their proposal package documentation that details the following: firm name, business address, phone and fax numbers and a brief overview of the Respondent's organization, a brief history of the firm, a primary contact person to support the contract(s), and the Respondents SPIN. Respondents' information shall not exceed 3 pages in length.

Please review Spectrum's Executive Summary section, above.

Please review the table below for Charter Communications Operating, LLC Service Provider Identification Number:

SPIN ▲	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143050436	Charter Communications Operating, LLC		David Ventimiglia	12405 Powerscourt Dr St Louis MO 63131	314394-9850	Y	2017, 2018, 2019, 2020, 2021, 2022

4. **General Acknowledgement** – Respondents shall provide an executed copy of the provided form acknowledging the RFP requirements.

A signed copy of the General Acknowledgement form, as modified by Spectrum, has been included within this response. The terms of this RFP are subject to the Terms of Offer section of Spectrum's proposal.

5. **List of References** – Respondent will include a minimum of three (3) client references. References will include Contact Name, Organization Name, and Contact telephone and email information. References must be from winning proposals within the last three calendar years.

Spectrum references are provided upon bid award or thereafter, subject to obtaining the prior applicable consents from any such references.

Please review the References section of this RFP response.

6. **Respondent Qualifications** – Respondent will provide in their proposal package sufficient documentation that demonstrates the Respondent's ability to provide the services as required in this RFP.

Spectrum has read and understands.

7. **Implementation Plan** – Respondent will provide an implementation plan, if applicable, that details: the process for Respondent, system cut-over (including a schedule), and contact information for the Service and/or Installation Managers that will be responsible for this project. Provide any specific or required dialing codes that would be necessary for your solution.

Please review Spectrum's Implementation section, above.

In the event the incumbent does not respond with a quote, the Owner will use the incumbent service providers current pricing as their proposal.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Contract Requirements

The owner intends to use the Respondents supplied Service Agreement to formalize any contractual relationship that results from this RFP. However, the following provisions **must** be specifically included in the Respondents supplied agreement for the Respondent's proposal to be considered responsive. Failure to include any of these provisions shall result in the Respondent's proposal being determined Non-Responsive, and no further evaluation of the proposal will be considered.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s). Please review the Terms of Offer section of Spectrum's proposal for additional information.

Terms and Conditions

Proposal contracts shall be based on a three (3) year term with two (2) one (1) year extensions. The initial three (3) year term shall start July 1, 2023 and end June 30, 2026. The Owner reserves the option to extend this contract for a period of two (2) one (1) year extensions through June 30, 2028, not to exceed a total of five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for an acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide lower rates by extending the length of the contract, please provide this option as part of the response.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

So long as customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum will endeavor to meet the customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. Spectrum's implementation goal is typically 90-120 days after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimation will be provided once a project team has been assigned.

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and

continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

After the expiration of the Initial Order Term of the Service Order for Services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same MRC applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Agreement between the Parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

Service "Growth Clause"

Growth Services may or may not be requested by the Owner during the contract term. The "Growth Clause" shall not require a change in contract terms. The "Growth Clause" shall include a price for all existing service types plus any additional services of the same type/speeds/bandwidths of **300Mbps, 500Mbps, and 1Gbps**. Bidders shall include growth bandwidth and growth pricing in the contract for any potential upgrades.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate MRCs and any OTCs to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within 5 business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

Bid Evaluation

The Owner will evaluate and select the winning proposal based on the following criteria.

1. **Price (30%)** – The price of eligible goods and services will be the highest weighted factor. The Owner will evaluate price based ONLY on the eligible monthly and eligible “one-time” costs. E-Rate ineligible items must be provided on a separate rate sheet that will not be a part of this evaluation.

Please review Spectrum’s Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of applicable taxes, surcharges and fees. Additional Service Charges may be applicable in accordance with the Agreement.

2. **Experience (25%)** – The Owner will evaluate prospective Respondent’s experience based on, but not limited to, the Respondents ability to successfully provide the requested service(s), and prior history with the Owner. This may generate positive or negative as a result. A neutral finding will provide all Respondents the same score.

Spectrum has read and understands.

3. **Accuracy of Response (20%)** – The Owner will evaluate the prospective Respondents proposal response for, but not limited to, completeness of proposal package, Service Agreement, amendments and/or exceptions to the requested service(s).

Spectrum has read and understands.

4. **Qualifications (15%)** – The Owner will evaluate the prospective Respondents qualifications based on, but not limited to, technical expertise and service coverage and the number of projects successfully completed by the Respondent providing the same type and scope of the requested services. This score will be affected by the Respondents ability to provide CTF discounts.

Spectrum has read and understands.

5. **Service Level Agreement (5%)** – The Respondent will include a signed and dated copy of their multi-year Service Agreement (contract and service level agreement) with the proposal. Upon review and evaluation of all proposals, the Owner will sign, date, and return the successful Respondents agreement(s). The Service Level Agreement shall include reference to the RFP number in which a response is provided.

Spectrum has included a copy of the Agreement and applicable SLAs for the Customer’s review. Upon award, Spectrum will work with Customer to execute the final Agreement between the parties.

6. **Other Cost Factors (5%)** – The Owner will take into consideration all of the non-E-Rate costs, including, but not limited to, ineligible one time or recurring charges, equipment, etc.

Spectrum has read and understands.

Protests

In order to be considered, written protests containing the proposal number must be submitted in accordance with the Owner’s Board of Education Policy for protests. Protests must be made on the following grounds to be considered:

1. Owner failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto, or
2. A Conflict of Interest
3. State and/or Federal law has been violated.

Spectrum has read and understands.

Respondent Selection/Contract Award

The Owner reserves the right to make the award to the Respondent who submits the proposal which meets the requirements, set forth herein and best meets the needs of the Owner after taking into consideration all of the aforementioned factors. The Owner also reserves the right to select portions of a proposal, or to reject any and all proposals.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Failure to Provide Service

If the selected vendor is unable to provide the service for which they are contracted to provide, the awarded service provider agrees to financial compensation to the Owner to move to the next qualified Respondent. Financial compensation will be equal to, but not more than the difference in cost between the awarded service provider and the next most qualified provider.

Spectrum does not agree to provide Customer with financial compensation to move to the next qualified bidder. Default of the Agreement and applicable remedies available to the Customer are defined and provided in the Agreement and SLA, as applicable.

Right to Reject Any and All Proposals

The governing Board of the Owner reserves the right to accept or reject any or all proposals in whole or in part or waive any irregularities in any proposal received. The Owner shall be the sole judge of the competency and responsibility of the Respondent. The submission of a proposal by a Respondent is acknowledgement of this right.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

GENERAL ACKNOWLEDGEMENT FORM

GENERAL ACKNOWLEDGEMENT FORM

Project #: 403-23A.5

Owner: Oak Park Unified School District

The following documents shall be submitted with the proposal:

1. Itemized Bid Price Sheet
2. Service Agreement
3. Respondent Information
4. General Acknowledgement
5. List of References
6. Respondent Qualifications
7. Implementation Plan (if applicable)

Pursuant to and in compliance with the published RFP and related documents, the undersigned Respondent, having familiarized himself/herself with the terms of the RFP, the conditions affecting the performance of the RFP, the cost of the work at the place where the work is to be done, and other Documents, proposes and agrees to perform, within the time stipulated, including all of its required services, and everything required to be performed, and to provide and furnish any and all of the professional services, applicable taxes, utility, and transportation services necessary to perform the requested contract and complete in a workmanlike manner all of the work required in connection with the RFP Documents, including Addendum No.'s _____, _____, _____, _____, _____, _____, _____. * Copies of Addenda are obtainable at the office of the owners' representative (Infinity Communications).

The Respondent agrees that at the time of request, he/she will provide a signed copy of the Respondent's Service Agreement within (48) forty-eight hours. **

The Respondent agrees that pricing provided within proposal and/or contract are true and correct. *** The responding service provider is required to provide the lowest corresponding price for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to Lowest Corresponding Price regarding a service provider not providing the lowest corresponding price, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide LCP.

The Respondent understands that the withdrawal period for this RFP is (30) thirty days from the day of bid/proposal due date.

The Respondent has carefully examined the RFP and related documents to the fullest that were prepared and furnished by the OWNER and acknowledges their sufficiency. *

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the OWNER'S notification and that the scope of work for this bid as stated above shall be completed as noted in the RFP. *

NAME OF RESPONDENT: Charter Communications Operating, LLC
ALL PARTNERS OR LEGAL NAME
OF CORPORATION

AUTHORIZED CONTACT: Thomas Heil (TYPE OR PRINT)

BUSINESS ADDRESS: 12405 Powerscourt Dr., St. Louis, MO 63131
(TYPE OR PRINT)

TELEPHONE: (562) 677-0472

EMAIL: Bonny.Thompson@charter.com

DocuSigned by:

BY: 05F460E39E2A4D5...
(SIGNATURE IN INK)

Manager, Vertical Sales Accounts
(TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

SERVICE PROVIDER IDENTIFICATION NUMBER: 143050436

DATE: 1/4/2023

*** Spectrum's proposal shall not be considered an acceptance of an offer by Customer or otherwise create a binding contract between Customer and Spectrum. The exceptions noted in Spectrum's proposal shall apply to all provisions of the RFP to which they reasonably relate, regardless of whether an exception is noted for a particular provision. Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement"). Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP. Spectrum will endeavor to meet the Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. The MRCs and OTCs are exclusive of taxes, fees and surcharges.**

**** Spectrum will promptly work with Customer to execute the final definitive agreement, to be negotiated between the parties.**

***** Spectrum complies with LCP rules. Spectrum's proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as**

Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

FIBER INTERNET ACCESS SERVICE LEVEL AGREEMENT

This document outlines the Service Level Agreement (“SLA”) for Fiber Internet Access (“FIA”) fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer’s Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise “Point of Presence” or “POP”) at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": <ul style="list-style-type: none"> • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	<ul style="list-style-type: none"> • Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> • A service problem that does not impact the Service; or • A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

$$\text{Latency/Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame
30%	> 4 hours ≤ 7:59:59 hours	4 %	5%	5%	5%
	> 8 hours	10 %			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: APPROVE DISTRICT WIDE AREA NETWORK CONTRACT WITH SPECTRUM

CONSENT

ISSUE: Shall the Board approve contract with Spectrum for Wide Area Network data circuits?

BACKGROUND: The district's current Wide Area Network contract with Spectrum is expiring in June 2023 and the district has utilized the ERATE process to solicit bids for a replacement WAN service to connect the district office with each of the school sites with fiber optic data lines, as well as to VCOE's main data center in Camarillo. Infinity Communications, the district's ERATE consultant, completed the ERATE RFP process and has recommended Spectrum's proposal as the best proposal to meet the district's needs including cost. Spectrum's proposal was the lowest bidder. The contract begins July 1, 2023 and lasts for 5 years.

The new WAN proposal upgrades all data connections to 10 Gbps. It will be eligible for ERATE discounts (the district qualifies for 40% discounts), and California Teleconnect Fund discounts on top of that (up to 50%).

FISCAL IMPACT: Monthly recurring cost of the contract is \$3157 before taxes and discounts. Estimated annual cost after ERATE and CTF discounts is \$9000. This new contract represents an increase in service at a lower cost than the district is currently paying and is already part of the district's technology operating budget for 2023-2024.

BOARD POLICY: Pursuant to Board Policy 3312 Contracts - For the contract to be valid or to constitute an enforceable obligation against the district, all contracts must be approved and/or ratified by the Governing Board.

GOAL: In Support of Goal 4 – Utilizing resources efficiently and responsibly.

ALTERNATIVES:

1. Approve contract with Spectrum for Wide Area Network data circuits.
2. Do approve contract with Spectrum.

RECOMMENDATION: Alternative No. 1

Prepared by: Enoch Kwok, Director of Technology
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

Jeff Davis, Ed.D.
Superintendent

BOARD MEETING, FEBRUARY 28, 2023

Approve the contract with Spectrum for Wide
Area Network data circuits

Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Spectrum Enterprise

Proposal for Oak Park Unified School District

Form 470 Number: 230007455

Submission Date: 1/5/2023

Presented To:

Bryanda Ramirez
District Erate Consultant
4909 Calloway Drive, Suite 102
Bakersfield, CA 93312
bramirez@infinitycomm.com

Presented By:

Bonny Thompson
Strategic Account Manager - Gov't/Ed
17777 Center Court Dr. Suite 800
Cerritos, CA 90703
(562) 677-0472
Bonny.Thompson@charter.com

Thursday, January 5, 2023

Bryanda Ramirez
District Erate Consultant
Oak Park Unified School District
4909 Calloway Drive, Suite 102
Bakersfield, CA 93312
bramirez@infinitycomm.com

Dear Bryanda:

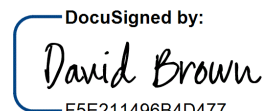
Spectrum Enterprise* ("Spectrum") offers this proposal for your consideration highlighting the benefits of adding network solutions to your existing services. Our proposal demonstrates Spectrum's ability to continue to provide innovative technology enhancements that will keep Oak Park Unified School District on the cutting edge.

As an existing Spectrum customer, Oak Park Unified School District will continue to enjoy best-in-class services and be in a better position to seamlessly integrate new services into your telecommunications inventory.

Growing our partnership ensures Oak Park Unified School District continues to benefit from a strong telecommunications foundation, and maximizes Oak Park Unified School District's ability to create new opportunities and drive innovation in your community.

Thank you for the opportunity to respond to your Request for Proposal ("RFP"). Bonny Thompson is leading Spectrum's effort. Please do not hesitate to contact Bonny at (562) 677-0472 and Bonny.Thompson@charter.com.

Sincerely,

DocuSigned by:

F5E211496B4D477...

David Brown
Director, Sales Vertical Accounts

* Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC a subsidiary of Charter Communications, Inc.

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TERMS OF OFFER

This proposal alone shall not be considered an acceptance of an offer by Oak Park Unified School District ("Customer") or otherwise be sufficient to create a binding contract between Oak Park Unified School District and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Service Agreement which incorporates the Spectrum Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/terms-and-conditions.html>) plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by Oak Park Unified School District based on this proposal, if the full Agreement is not executed by the applicable FCC submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related USAC requirements, an agreement incorporating the terms of the Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

The qualifications stated herein apply to all parts, provisions, and documents of the RFP and Spectrum's response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.

TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The terms used to describe specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and their corresponding abbreviations for your convenience.

GENERAL TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT
SERVICE PROPOSAL TERMS	ABBREVIATION
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
INTERNET PROTOCOL	IP
ETHERNET SERVICES TERMS	ABBREVIATION
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN
FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
ENTERPRISE AND STRATEGIC MARKETS NETWORK OPERATIONS CENTER	ESM NOC
SERVICE LEVEL AGREEMENT	SLA

EXECUTIVE SUMMARY

Spectrum is pleased to provide this response illustrating our ability to provide Oak Park Unified School District with network solutions. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced communications services and computing technologies in the classroom have become vital to education. Unfortunately, today's challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-Rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools, libraries, and their districts. Federally funded E-Rate discounts have made today's technology more affordable.

Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-Rate accounts. We understand the E-Rate program and how best to benefit from it. Our experience in this area will provide E-Rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Technology and education have converged, and your communications needs are growing rapidly.

Get Powerful Services with the Financial Benefits of E-Rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-Rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-Rate program.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are quoting will match your specific and discrete needs.

When you collaborate with Spectrum for network solutions, we assign a dedicated account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs.
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs.
- ▶ **E-Rate Specialists:** experienced with E-Rate rules and regulations and are billing and standard discounts experts.
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way.
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs.
- ▶ **Enterprise Network Operations Center:** 24/7 facilities that continuously monitor the network.

E-Rate clients have direct access to our Government Subsidized Programs (GSP) department who specialize in E-Rate, Rural Health Care ("RHC"), and California Teleconnect ("CTF") programs. To support E-Rate program participation, Spectrum:

- ▶ Provides to client a Federal Communications Commission ("FCC") Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Agreement review.
- ▶ Reviews FCC Form 471 for possible errors and omissions and distributes to the client accompanying Receipt Acknowledgement Letter ("RAL") Modification recommendation necessary to maximize eligible funding.
- ▶ Monitors Service Provider Invoicing ("SPI") invoice submissions and SPI discount application (FCC Form 474).
- ▶ Will be available to address program questions, or concerns via email.

ETHERNET SERVICES

Link your locations with nationwide reach, leverage bandwidth-intensive applications, connect to leading cloud service providers and fortify your business continuity plans. Do it all with customized Ethernet Services from Spectrum Enterprise.

Ethernet Services Overview

Simplify your wide-area network (WAN) infrastructure for secure, seamless collaboration. Cost-effectively connect your locations with simple, flat-rate pricing. Empower your IT staff with network visibility via a secure Ethernet services portal providing real-time status updates and reporting capabilities.

Ensure network reliability by partnering with one of the largest Ethernet providers in the U.S. with more MEF CECP 2.0-certified professionals than any other provider. This means your evolving business can depend on Ethernet services from an industry leader with a robust, fiber-rich network and highly competitive service-level agreements.

MEF CE 2.0-certified topologies for any business



Point-to-point

Ethernet Private Line (EPL)

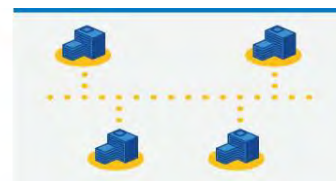
For businesses with two locations, EPL is a cost-effective, reliable, high-capacity business Ethernet solution. EPL connects client premises equipment (CPE) with a lower-cost User Network Interface (UNI), making it a smart alternative to traditional TDM private-line service.



Point-to-multipoint

Ethernet Virtual Private Line (EVPL)

EVPL offers a reliable, high-bandwidth and cost-effective alternative to legacy TDM private-line, frame-relay or ATM service. It enables companies with a central office and satellite locations to communicate and collaborate seamlessly on one robust, secure network.



Multipoint-to-multipoint

Ethernet Private LAN (EP-LAN)

Combining the privacy of traditional ATM/frame-relay or private-line service with the performance and resiliency of IP VPN, EP-LAN is ideal for connecting multiple campuses. Now, widespread locations can share one seamless, secure network with the bandwidth to elevate productivity and efficiency to new levels.



PRODUCT BRIEF

Ethernet Services

SpectrumEnterprise.net

The Spectrum Enterprise client portal provides visibility to your Ethernet services anytime, anywhere and on any device. See your network inventory and circuit performance through interactive graphs and downloadable reports.

Available reporting:

- ▶ Utilization
- ▶ Availability
- ▶ Frame delay
- ▶ Frame delay variation
- ▶ Frame loss ratio

Spectrum
ENTERPRISE

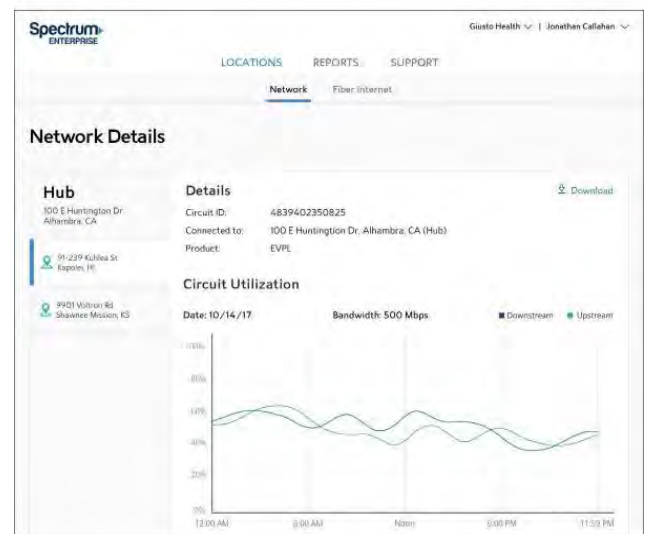
Guest Health | Jonathan Callahan

LOCATIONS REPORTS SUPPORT

Network Fiber Internet

Network Locations [Download CSV](#)

Location	City	State	Product	Circuit ID	Bandwidth (Mbps)
1343 Hueytown Rd	Bessemer	AL	EPL	Hub	2,000
1 Independent Plz	Birmingham	AL	EPL	33.L2XX.009979.TWCC-5445	2,000
3950 Atlanta Hwy	Montgomery	AL	EPL	Hub	100
1761 E Main St	Pattullo	AL	EPL	75.L1XX.004326.TWCC-4632	100
1533 Sierra Hwy	Acton	CA	EVPL	Hub	4,000
100 E Huntington Dr	Alhambra	CA	EVPL	12.L1XX.229382.TWCC-9325	1,000
91-239 Kuhala St	Kapolei	HI	EVPL	52.L2XX.229382.TWCC-6322	200
9901 Widmer Rd	Shawnee Mission	KS	EVPL	87.L3XX.223341.TWCC-5234	500
6501 Mission Bay Dr	San Diego	CA	EPL	Hub	1,000
7263 Engineer Rd	San Diego	CA	EPL	21.L1XX.008824.TWCC-6203	50



ETHERNET PRIVATE LINE OVERVIEW

For businesses with two locations, Ethernet Private Line (EPL) is a cost-effective, high-capacity solution. EPL reliably connects Customer Premises Equipment (CPE) with a lower-cost User-to-Network Interface (UNI), making it a smart replacement for traditional TDM private line service.

EPL can instantly and privately transmit mission-critical data at speeds from 10 Mbps to 10 Gbps and Ethernet Private Line dedicated point-to-point connectivity supports metro and national business applications including online backup, storage area networking, and data center connectivity.

EPL product highlights

- ▶ Privacy: All data travels within the secure domain of a Layer 2, dedicated, high-capacity, point-to-point connection, at native Ethernet speeds.
- ▶ Availability: Easily link business locations in geographically dispersed areas.
- ▶ Cost Savings: You can connect your business's Customer Premises Equipment (CPE) with a lower-cost Ethernet interface.
- ▶ Standards-Based: Depend on Ethernet Private Line (EPL) with our MEF CE 2.0 Certifications.

ETHERNET PRIVATE LOCAL AREA NETWORK OVERVIEW

Ethernet Private LAN (EP-LAN) enables any-to-any connectivity for businesses that need to connect all their locations on a single network. EP-LAN brings together cost-effectiveness, speed, simplicity and flexibility in a broadly customizable Ethernet solution.

EP-LAN provides a multipoint-to-multipoint Ethernet Wide Area Network (WAN) that extends your Local Area Network (LAN) to a Metro or Wide Area Network that allows your company's business-critical applications and data to travel seamlessly across the entire network. EP-LAN can move large amounts of information between sites, quickly and securely.

EP-LAN benefits

- ▶ **Privacy:** All data travels within the secure domain of a Layer 2, dedicated, high capacity, point-to-point connection at native Ethernet speeds.
- ▶ **Standards-Based:** Depend on Ethernet Private LAN (EP-LAN) MEF 2.0 certifications.
- ▶ **Single Interconnection:** A hub aggregates all data traffic on a single network linking all your business locations.
- ▶ **Traffic Separation:** Maintain discrete pathways when you consolidate previously separate domains for specific applications or departments onto a single network.
- ▶ **Cost Savings:** A single handoff reduces network equipment and management costs.

SPECTRUM SERVICE PROPOSAL

Spectrum's proposal, including pricing, is subject to the following contingencies:

- ▶ Final engineering, design and site visits; and
- ▶ Acceptance of and entering into the Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum Services

Option 1

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
Z: Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	36	1	\$530.00	\$0.00	\$530.00
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	36	1	\$530.00	\$0.00	\$530.00
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	1 Gbps	36	1	\$325.00	\$0.00	\$325.00
1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	1 Gbps	36	1	\$325.00	\$0.00	\$325.00
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	1 Gbps	36	1	\$325.00	\$0.00	\$325.00

Option 2:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	10 Gbps	48	1	\$536.50	\$0.00	\$536.50
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	10 Gbps	48	1	\$536.50	\$0.00	\$536.50
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	48	1	\$530.00	\$0.00	\$530.00
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	48	1	\$530.00	\$0.00	\$530.00
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	1 Gbps	48	1	\$325.00	\$0.00	\$325.00

1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	1 Gbps	48	1	\$325.00	\$0.00	\$325.00
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	1 Gbps	48	1	\$325.00	\$0.00	\$325.00

Option 3:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	60	1	\$451.00	\$0.00	\$451.00
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	60	1	\$451.00	\$0.00	\$451.00
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	1 Gbps	60	1	\$325.00	\$0.00	\$325.00
1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	1 Gbps	60	1	\$325.00	\$0.00	\$325.00
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	1 Gbps	60	1	\$325.00	\$0.00	\$325.00

Option 4:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	10 Gbps	36	1	\$563.50	\$0.00	\$563.50
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	10 Gbps	36	1	\$563.50	\$0.00	\$563.50
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	36	1	\$530.00	\$0.00	\$530.00
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	36	1	\$530.00	\$0.00	\$530.00
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	36	1	\$530.00	\$0.00	\$530.00
1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	36	1	\$530.00	\$0.00	\$530.00
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	36	1	\$530.00	\$0.00	\$530.00

Option 5:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	10 Gbps	48	1	\$563.50	\$0.00	\$563.50
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	10 Gbps	48	1	\$563.50	\$0.00	\$563.50
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	48	1	\$530.00	\$0.00	\$530.00
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	48	1	\$530.00	\$0.00	\$530.00
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	48	1	\$530.00	\$0.00	\$530.00
1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	48	1	\$530.00	\$0.00	\$530.00
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	48	1	\$530.00	\$0.00	\$530.00

Option 6:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	60	1	\$451.00	\$0.00	\$451.00
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	60	1	\$451.00	\$0.00	\$451.00
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	60	1	\$451.00	\$0.00	\$451.00
1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	60	1	\$451.00	\$0.00	\$451.00
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	2 Gbps	60	1	\$451.00	\$0.00	\$451.00

Option 7:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
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A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	36	1	\$530.00	\$0.00	\$530.00
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	36	1	\$530.00	\$0.00	\$530.00
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	36	1	\$530.00	\$0.00	\$530.00
1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	36	1	\$530.00	\$0.00	\$530.00
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	36	1	\$530.00	\$0.00	\$530.00

Option 8:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	10 Gbps	48	1	\$536.50	\$0.00	\$536.50
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	10 Gbps	48	1	\$536.50	\$0.00	\$536.50
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	48	1	\$530.00	\$0.00	\$530.00
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	48	1	\$530.00	\$0.00	\$530.00
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	48	1	\$530.00	\$0.00	\$530.00
1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	48	1	\$530.00	\$0.00	\$530.00
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	48	1	\$530.00	\$0.00	\$530.00

Option 9:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00

899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	60	1	\$451.00	\$0.00	\$451.00
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	60	1	\$451.00	\$0.00	\$451.00
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	60	1	\$451.00	\$0.00	\$451.00
1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	60	1	\$451.00	\$0.00	\$451.00
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	5 Gbps	60	1	\$451.00	\$0.00	\$451.00

Option 10:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	36	1	\$536.50	\$0.00	\$536.50

Option 11:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	10 Gbps	48	1	\$536.50	\$0.00	\$536.50
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	10 Gbps	48	1	\$536.50	\$0.00	\$536.50
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	48	1	\$536.50	\$0.00	\$536.50
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	48	1	\$536.50	\$0.00	\$536.50
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	48	1	\$536.50	\$0.00	\$536.50

1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	48	1	\$536.50	\$0.00	\$536.50
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	48	1	\$536.50	\$0.00	\$536.50

Option 12:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	60	1	\$451.00	\$0.00	\$451.00

\$3157/month

Option 13:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	20 Gbps	36	1	\$1,790.00	\$0.00	\$1,790.00
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	20 Gbps	36	1	\$1,790.00	\$0.00	\$1,790.00
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	36	1	\$536.50	\$0.00	\$536.50
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	36	1	\$536.50	\$0.00	\$536.50

Option 14:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	20 Gbps	48	1	\$1,790.00	\$0.00	\$1,790.00
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	20 Gbps	48	1	\$1,790.00	\$0.00	\$1,790.00
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	48	1	\$536.50	\$0.00	\$536.50
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	48	1	\$536.50	\$0.00	\$536.50
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	48	1	\$536.50	\$0.00	\$536.50
1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	48	1	\$536.50	\$0.00	\$536.50
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	48	1	\$536.50	\$0.00	\$536.50

Option 15:

Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
A Location: 5801 Conifer St, Oak Park CA 91377	Ethernet EPL	20 Gbps	60	1	\$1,700.00	\$0.00	\$1,700.00
Z Location: 5189 Verdugo Way, Camarillo CA 93012	Ethernet EPL	20 Gbps	60	1	\$1,700.00	\$0.00	\$1,700.00
899 Kanan Road, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
1002 Doubletree Rd, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
165 Satinwood Ave, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
1010 Kanan Rd, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
4857 Rockfield St, Oak Park CA 91377	Ethernet EPLAN	10 Gbps	60	1	\$451.00	\$0.00	\$451.00

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Agreement.

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-Rate Funding Contingency

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Upgrade Path

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate MRCs and any OTCs to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available

to the Customer during the Order Term.

Service Order Extension Option

After the expiration of the Initial Order Term of the Service Order for Services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same MRC applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Agreement between the Parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

SPECTRUM'S RESPONSE TO OAK PARK UNIFIED SCHOOL DISTRICT'S RFP

Request for Proposal for Wide Area Network Connections

OAK PARK UNIFIED SCHOOL DISTRICT

RFP No: 403-23A.11

RFP Posting Date: December 8, 2022
Questions Due By: December 22, 2022 at 3:00 PM PST
RFP Due By: January 5, 2023 at 1:00 PM PST

In conformity with the Federal Communications Commission, Schools and Library Division (SLD), "Universal Service Fund" (a.k.a. "E-Rate funding") application process, Oak Park Unified School District, here after referred to as "Owner" is seeking proposals from qualified providers of Data Services.

Any and all updated project information, forms, including addenda, will be distributed through the project website, located at www.infinitycomm.com/projects & <https://portal.usac.org/suite/>. All these documents shall be made part of and material to the contract for services.

Spectrum's proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Customer may enter into a binding contract are understood to be subject to negotiation between the parties hereafter, with the Agreement (as defined in the Terms of Offer section, above) forming the basis of such contract.

*****Vendors, subcontractors, and subcontractors who perform on-site activities are required to contact the awarding entity for current health and safety protocols. Including but not limited to COVID-19 vaccination requirements.*****

Spectrum agrees to comply with CDC guidelines with respect to vaccination and other COVID-19 policies for its employees working on Customer's premises. Upon award, please provide any such policies to Spectrum to review.

Definitions

For the purposes of this Request for Proposal, the following definitions shall be used to define the types of Wide Area Network, their topologies, and their requirements. Proposers should **only use these** definitions when creating their proposals for this project. All other assumptions used by the Proposer are done so at their own risk. If the Proposer includes a solution other than what is requested in this RFP, it may be grounds for dismissal of their proposal.

- Full Mesh Ethernet solution comprises of a switched connection between each site in each wide area network. Each site can communicate directly with every other site in the network. Typically, only one site is connected to the Internet Service Provider, with that connection being distributed to each site in the WAN.
- Point-to-Point Wide Area Network is the logical connection between no more than two sites.
- Point-to-Multi-Point Wide Area Network is the logical connection between more than two sites, sharing the same point of connection.
- Multi-Point-to-Multi-Point Wide Area Network is the logical connection between more than two sites, sharing multiple points of connection between multiple sites.

- Direct Connection is the dedicated physical connection between two or more sites, with no other physical or logical breaks between the sites.
- Switched Connection is the use of managed switches to connect two or more sites without a direct physical or logical connection between the sites.
- HUB Site is the site where point-to-point connections are terminated in a one-to-one connection method where each site is directly connected to a physical port on the applicant's equipment.
- Collector Site is the site where point-to-multi-point or multi-point-to-multi-point connections are terminated in a one-to-many method where multiple sites share the same connection to the collector site.

Spectrum has read and understands.

Scope of Work

The Owner is seeking proposals for Wide Area Network connections and will accept proposals from Service Providers for Leased Lit fiber solutions. The Respondent will include in their proposal all costs necessary to provide, construct, install, program, maintain, and monitor the services requested. All maintenance costs associated with any on-site premise equipment, provided as an integral part of the Respondent's proposed service, shall be their sole responsibility. Per the requirement of the E-Rate Program, the services requested shall at no point now, or in the future, become the property of the Owner. The successful Respondent will include in their bid price, at a minimum, the following:

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. The MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of the Initial Order Term for such Service upon thirty (30) days' notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

1. The first requested service is a 10Gbps Point to Point connection from the collector site located at 5801 Conifer St., Oak Park, CA 91377 to Ventura County Office of Education located at 5189 Verdugo Way, Camarillo, CA 93012.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering

2. The second requested service is a Point-to-Multi-Point (Full Mesh) Ethernet service between the User Network Interface (UNI) at the Owner's "Collector Site" to the UNI(s) located at each of the sites as listed on "Attachment A – Site Schedule".

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering

3. The Connections shall be a minimum of 1Gbps, or higher, unless otherwise noted on the "Attachment A – Site Schedule".

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering

4. The Respondent will provide a separate price for all one-time special construction and/or build-out costs, including but not limited to: conduit/trenching, interior pathways, cabling, terminations, construction of network facilities, route assessments, ROW access and/or easement assessments, traffic control and permits, surveys, testing, design and engineering, and project management to provide the requested service connection to the Owner's designated demarcation point and also a separate proposal to amortize the cost of the construction into the monthly contract cost.
 - a. If the Respondent can offer financing up to three (3) years on the Owners non-discounted share of the special construction charges, please list this in the proposal. Include the following:
 - i. The total amount financed
 - ii. The term of the agreement
 - iii. The annual interest rate

The installment payment option is available for the Owner's non-discount share of the special construction charges only, not the total cost of the special construction project.

The cost of one-time construction and/or installation fees as necessary by the bidder to provide their proposed service. For E-Rate purposes, special construction refers to the upfront, nonrecurring costs associated with the installation of new fiber to or between eligible entities. If no new fiber is being installed, then any installation costs are considered standard, non-recurring costs (NRC). The Owner may seek funding for special construction charges relating to leased lit, leased dark and self-provisioned fiber. Special construction charges eligible for Category One support consist of three components:

- a. Construction and network facilities
- b. Design and Engineering
- c. Project Management

Special construction payment options, if applicable, are included in Spectrum's Service Proposal. Eligibility of products and services for E-Rate Program discounts is determined by the FCC and administered by the E-Rate Division of USAC.

****Note**** The term special construction does not include network equipment necessary to light fiber, nor the services necessary to maintain the fiber. Charges for network equipment and fiber maintenance are eligible for Category One support as separate services but not as special construction.

All options can include special construction or one-time E-Rate eligible non-recurring costs as well as E-Rate eligible recurring circuit costs. All proposals for solutions requiring special construction must only include capacity and special construction necessary to deliver service to the Owner. To the extent that the winning Respondent installs additional strands of fiber for future business ventures, the winning Respondent assumes full responsibility to ensure those costs are allocated out of the special construction charges to the Owner in accordance with FCC rules and orders. If, after issuance of the Funding Commitment Decision Letter (FCDL), USAC of the FCC determines that the winning respondent did not cost allocate those charges associated with the additional strands, the Owner will not be responsible for reimbursing the winning Respondent and the winning Respondent will assume all responsibilities deemed ineligible by USAC.

Based on the proposal, and both short-term and long-term cost effectiveness analysis, the Owner will determine which of the solutions is acceptable.

Spectrum has read and understands.

5. All RFP proposals will include any/all costs associated with switching service from the Owner's existing service provider. The Respondents submittal of a proposal is an acknowledgement of this requirement.

Spectrum takes exception to this requirement. In no event shall Spectrum be liable for any early termination fees or costs incurred by the Customer in connection with procuring Spectrum Services or any portion thereof.

6. Customer Premise Equipment (CPE), to provide the requested service.

- a. Demarcation hand-off will be a **Single Mode LC Fiber connection**. The owner requires that the service provider include in their bid response a spare module for their core router, due to space constraints for additional service provider equipment. The Service provider shall include one (1) Cisco Nexus 9000 series, installation and configuration in their bid response. Respondent will provide and maintain all premise equipment necessary to provide the Owner with the specified hand-off type of service requested.
- b. All solutions must terminate service or infrastructure in the demarcation point at the site address and MDF location as specified in the RFP. Solutions bringing service to the property line but not to the demarcation point are not acceptable. Respondent must specify the specific demarcation setup included in the base fee.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Agreement.

Spectrum's obligation is to provide Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Additional charges may be applicable to extend the Demarcation Point for any sites identified as a Type II Service Location.

6. The requested service shall provide for both physical and logical separation of Owner's traffic through the public switched network. The Respondent shall, as determined by the scope of their proposed service, provide all necessary equipment, software, and/or professional services, including but not limited to Ethernet Virtual Connections (EVC), to accomplish this requirement.

Spectrum has read and understands.

7. Full duplex operation (connection shall be bi-directional)

Spectrum has read and understands.

9. The requested service shall allow the following Network Protocols:

- a. TCP/IP protocols
- b. 802.1d and 802.1q QoS on the entire circuit
- c. All Layer 1 and Layer 2 protocols, minimum Layer 3 (EIGRP, IGMP, IPSEC, OSPF & RIP)
- d. Multicasting (IGMP with PIM, SM or DM)

Spectrum has read and understands.

10. The Respondent shall supply an industry standard Service Level Agreement (SLA), to ensure the following Objectives are maintained:
- a. No other bidder's customers shall have physical or logical access to the Owner's traffic/VLAN.
 - b. Network availability: 99.99%
 - c. Packet Delivery Rate: 99.99%
 - d. Network Latency: 30ms, one way
 - e. Mean Time to Repair: 4 hours, end-to-end, including local loop.
 - f. 24/7/365 monitoring of the circuits
 - g. The Service Provider, at no time, shall limit or throttle the capacity of the circuit, for any reason.

Spectrum's Service Level Agreement(s) ("SLAs") shall apply and shall supersede and replace all SLA requirements outlined in this RFP. Please review Spectrum's applicable SLA(s) located in the Appendix for details related to, among other things, availability, performance/service interruptions, maintenance, issue resolution, and credit procedures, as applicable.

Spectrum understands the educational purposes of the services to be provided under the RFP. In offering broadband internet access service, Spectrum does not block, slow down, or discriminate against lawful internet content, nor does Spectrum engage in unlawful paid prioritization.

Spectrum provides 24/7/365 proactive monitoring of the service via Spectrum's Enterprise Network Operations Center (ENOC). Reported troubles are escalated within the ENOC and to local network maintenance and repair technicians as necessary. On-site technicians are typically Spectrum employees focused on educational and business customers and who reside locally to provide the quickest turnaround possible.

11. No proposal shall be accepted, or contract awarded to a Respondent:
- a. Who is not licensed in accordance with the law.
 - b. Who does not hold a license qualifying them to perform work under this contract in the State of California.
 - c. Who does not hold a valid Service Provider Identification Number (SPIN) and is in good standing with the FCC/USAC.
 - d. Who has not successfully performed on projects of similar character and scope to the proposed work.

Spectrum shall obtain and maintain at its own expense all licenses, approvals, and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Agreement. Charter Communications Operating, LLC's SPIN is 143050436 and FRN 002564373, and is in good standing with the FCC/USAC.

Site Conditions

It is the responsibility of the Respondent to be informed of all conditions under which work is to be done before submitting proposals. No additional costs will be incurred by the Owner or considerations given to any claims by the bidder based on a lack of knowledge of existing conditions. The submission of a proposal is an acknowledgement and agreement to the stipulation.

Spectrum has read and understands. Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. For the avoidance of doubt, nothing herein shall relieve Customer of Spectrum's claims for any damages that may arise between the parties.

E-Rate Requirements

The services requested in this RFP are dependent on funding from the E-Rate program. The Owner expects that each prospective Respondent will make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For further information regarding the E-Rate program, please reference the USAC Schools and Libraries website at: www.universalservice.org/sli

All contracts entered because of this RFP and the associated Form 470 will be contingent upon:

1. Funding approval by the SLD.

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-Rate Funding Contingency.

Customer may submit this Service Order and the Service Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in

the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

2. Approved funding amount equal to the funding amount as requested on the Form 471.

According to USAC, discounts can only be provided for the portion of the Services that eligible entities are receiving.

Please review the following link for further details:

<http://usac.org/sl/applicants/beforeyoubegin/consortia/cost-allocations.aspx>

Please also review Spectrum's E-Rate Funding Contingency clause inserted directly above.

3. The Respondent providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in the RFP.

Charter Communications Operating, LLC's SPIN is 143050436.

4. A certified Form 486 filed by the Owner and/or written "Notice to Proceed" from the Owner to the winning Respondent to initiate service. The Service Provider must contact the Owner prior to work proceeding.

Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

Per the requirements of the E-Rate program, no billing and/or service may begin for this contract prior to July 1, 2023 and may not extend past June 30, 2024. Per E-Rate rules, applications will be submitted each year of multi-year contracts for funding consideration.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1st turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1st turn-up date. Additionally, it may be in the best

interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s).

The Respondent is required to provide the Lowest Corresponding Price (LCP) for equipment and/or services as has been provided to other customer in the area. In the event of an audit and a rule violation pertaining to LCP, regarding a service provider *not* providing the LCP, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide the LCP.

Spectrum complies with all LCP rules and regulations relating to its performance obligations specified in the Agreement. Spectrum however takes exception to the last sentence because Spectrum does not agree to waive or release any claims by virtue of submitting this RFP response.

Invoicing

The Owner has the right to choose the type of invoicing method to pay for the services rendered. The Respondent acknowledges this right upon submission of a response to this request.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the Customer has been funded through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the Form 486 and Receipt of Service Confirmation Form with USAC.

Upon award and upon request, Spectrum may assist with the applicable paperwork.

Service Provider Invoicing

The Owner's discount percentage rate, as determined on the Form 471, will be the maximum that the Owner is liable for. The Respondent will be responsible to invoice USAC for the remaining balance, when using the Service Provider Invoice (SPI) method, or Form 474. Prior to invoicing USAC for the service rendered, the Respondent agrees to provide the Owner a copy of the USAC invoice to verify that the service has been delivered and accepted by the Owner before the Respondent invoices USAC.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the Customer has been funded through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the Form 486 and Receipt of Service Confirmation Form with USAC.

Upon award and upon request, Spectrum may assist with the applicable paperwork.

According to USAC, discounts can only be provided for the portion of the Services that eligible entities are receiving.

Please review the following link for further details:

<http://usac.org/sl/applicants/beforeyoubegin/consortia/cost-allocations.aspx>.

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-Rate Funding Contingency. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

BEAR Invoice Method

When utilizing the BEAR method of invoicing, the Respondent will invoice the Owner for the entire amount of the service rendered. The Owner will invoice USAC for the discounted portion of the services provided.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as Customer has been funded through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the Form 486 and Receipt of Service Confirmation Form with USAC

Upon award and upon request, Spectrum may assist with the applicable paperwork.

Termination

The Owner reserves the right to terminate any contract and/or agreement with any Respondent, even the apparent winner, regardless of USAC's approval or denial of funding; any funding requested because of this RFP, prior to any work starting. The Owner reserves the right to accept the pricing proposal solely dependent upon SLD approval.

Termination is subject to Section 13 (Default, Suspension of Services and Termination) of the Agreement.

Customer's Service Order shall incorporate the following clause as it relates to funding:

E-Rate Funding Contingency. Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Program Review

All E-Rate applications, including special construction, are subject to detailed questioning during Program Integrity Assurance (PIA) review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Respondents are required to complete the table in 'Appendix A'. Additionally, Respondents are required to submit the additional information described in 'Appendix A', as this information will be required in a PIA review. If Respondents do not submit the additional information as listed in 'Appendix A', the Respondents bid can be deemed non-responsive and excluded from the bid.

Special construction is not applicable to Spectrum's bid response therefore Spectrum has not completed Appendix A. Upon award, Spectrum will provide any information required by USAC related to E-Rate funding for the Services to be provided, including special construction costs (if applicable), and upon request, Spectrum may assist with the applicable paperwork.

Response Package Requirements

No bid will be accepted from, or contract awarded to a Respondent:

1. Who is not licensed in accordance with the law.
2. Does not hold a license qualifying them to perform work under this contract in the State of California.
3. Who does not hold a valid SPIN and is not in good standing with the FCC/USAC.
4. Who has not successfully performed one project of similar character and scope of the proposed work.
5. Does not provide all required documentation as required by this RFP.

Spectrum shall obtain and maintain at its own expense all licenses, approvals, and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Agreement. Charter Communications Operating, LLC's SPIN is 143050436 and FRN 002526580, and is in good standing with the FCC/USAC. A signed copy of the General Acknowledgement form, as modified by Spectrum, has been included within this response.

Email: ATTN: **Bryanda Ramirez** [at p1bids@infinitycomm.com](mailto:p1bids@infinitycomm.com)

Mailing Address:

Bryanda Ramirez
Infinity Communications and Consulting, Inc.
4909 Calloway Drive, Suite 102
Bakersfield, CA 93312

Spectrum has read and understands.

Proposals will only be received until **January 5, 2023, at 1:00 PM PST**. Proposals received after this time will not be considered for award. Respondents will provide the RFP number and bid time in the subject line of the email, or if responding by mail the RFP number and bid time on the lower left-hand corner of the response envelope.

Spectrum has read and understands.

Due to the inconsistency and unreliability of physical delivery services, it is highly recommended that all responses be sent via email. Email responses are limited to 15Mb in size and must be in PDF format. Responses received after the appointed date and time will be subject the owners Right to Reject any and all proposals.

Spectrum has read and understands.

Any inquiries regarding this RFP will be directed to **Bryanda Ramirez** [at p1bids@infinitycomm.com](mailto:p1bids@infinitycomm.com). The deadline for all questions will be on **December 22, 2022 at 3:00 PM PST**.

Spectrum has read and understands.

To receive consideration by the Owner, each Respondent will provide, at a minimum, the following in their RFP response:

1. **Proposal Narrative** – The Respondent will include with the proposal a written narrative, detailing the means, methods, and transport mediums of the proposed service offering. The Proposal Narrative shall not exceed ten (10) pages (page limit excludes RFP forms and/or copies of the Respondents contracts and service level agreements). The proposal narrative shall include at a minimum:
 - a. A brief description of the Respondent, their history in the marketplace and with the E-Rate program.

Please, review Spectrum's Executive Summary section, above.

- b. A single line drawing depicting the proposed service.

Spectrum has read and understands.

- c. An implementation plan, including a project schedule, for the successful delivery of the proposed service offering to the Owner including installation dates for each circuit and the date each circuit will be turned over to the applicant. For the purposes of this RFP, a contract will be signed prior to filing the Form 471, and construction will begin immediately after the Form 471 is filed. The first circuits will be turned over to the Owner on July 1, 2023.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

- d. A description of the Respondents billing process, including those related to the E-Rate program.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the Customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award and at Customer's request, Spectrum may assist with the applicable paperwork

- e. A description, if applicable, of the "Owner Supplied" equipment and/or facilities required by the bidder for the successful implementation of their proposed service offering, i.e. power, environmental controls, facilities upgrades, and/or equipment mounting space requirements.

Spectrum does not offer any "owning" or "leasing" options for the equipment used to provide its services. Spectrum's solution is provisioned as a Spectrum owned and operated service. As between Spectrum and its customers, Spectrum retains ownership of all Spectrum-provided equipment, except as may be specifically provided otherwise in the Agreement. Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of the Agreement.

- f. A statement, if applicable, that clearly addresses any conflict or inability on the part of the Respondent to meet the specified service and/or terms and conditions specified in this document.

Spectrum has taken exception throughout this document to any Terms and Conditions it is unable to meet.

- 2. **Price Evaluation Form** – The Respondent shall provide their price on the provided "Price Evaluation Form." If the Respondent proposes alternate pricing and/or product options, they may do so only in addition to supplying a "price Evaluation Form" for the requested service. Any/all "alternate" pricing and/or product options will be provided on the "Alternate Pricing Evaluation Form" provided. Each additional service offering in the Respondent provides, must be placed on a separate "Price Evaluation Form."

Due to limitations within the Price Evaluation Form, please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

- 3. **Detailed Cost Breakdown** – The Respondent will itemize the proposal price as shown on the provided "Detailed Cost Breakdown" sheet. Pricing shown will conform to the pricing shown on the "Price Evaluation Form". Per the RFP, the cost of Special Construction and Network Electronics shall be broken out separately in the Respondents proposal response. Each additional service offering in the Respondent provides, must be placed on a separate "Detailed Cost Breakdown Sheet."

Due to limitations within the Detailed Cost Breakdown Sheet, please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. The MRCs and OTCs are exclusive of taxes, surcharges, and/or fees. To the extent estimates are provided, Customer acknowledges that Spectrum cannot estimate all possible taxes, surcharges and fees, as taxability and regulatory classifications vary by customer and service location and may change. For information regarding possible taxes, fees and surcharges, please review Section 7(b) (Taxes, Surcharges and Fees) of the Agreement. Service Charges will be invoiced as set forth in the Agreement.

Spectrum's proposal is based on the information provided herein and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such

Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

4. **Qualifications Form** – The Respondent shall complete and submit the attached “Qualifications Form” as part of their proposal. The Respondent shall also include a minimum of three (3) reference that demonstrate their ability to provide the services requested in this RFP. References will include Contact Name, Organization Name, telephone, and email information for the contact. References must be from projects within the last three (3) calendar years.

Spectrum has read and understands.

5. **Service Agreement** – The Respondent will include a signed and dated copy of their multi-year Service Agreement (contract and service level agreement) with their proposal. Once all proposals have been received and evaluated, the Owner will sign, date, and return the winning Respondents agreement(s). See “Contract Requirements” section below for a detailed description of the required Service Agreement.

Spectrum has included a sample Agreement and applicable SLAs for Customer’s review and upon award, will work with Customer to execute the final Agreement between the parties.

6. **General Acknowledgement** – Respondents will provide an executed copy of the provided acknowledgement form, acknowledging the RFP requirements.

A signed copy of the General Acknowledgement form, as modified by Spectrum, has been included within this response. The terms of this RFP are subject to the Terms of Offer section of Spectrum’s proposal.

If the incumbent does not respond to this RFP with a quote, the Owner will use the incumbent vendors current pricing.

Spectrum has read and understands.

The Owner will accept a CalNet contract and CalNet terms and conditions if offered.

Please review Spectrum’s Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. Spectrum’s bid is based upon services being delivered under the terms of the Agreement.

Contract Requirements

The Owner intends to use the Respondents supplied Service Agreement to formalize any contractual relationship that results from this RFP. However, the following provisions **MUST** be specifically included in the Respondent supplied agreement for the Respondents proposal to be considered responsive. Failure to include any or all these provisions shall result in a Non-Responsive determination and no further evaluation of the Respondents proposal will be considered.

Spectrum’s bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/terms-and->

conditions.html or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s). Please review the Terms of Offer section of Spectrum's proposal for additional information.

- 1. Terms and Conditions** – The Owner requests proposals that are based on a three (3) year contract term with two (2) optional one (1) year extensions. The initial three (3) year contract term shall start on July 1, 2023 and end on June 30, 2026, not to exceed five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for and acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide "better" rates by extending the length of the contract, provide this option as part of the RFP response.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1st turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1st turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of the Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned..

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s).

After the expiration of the Initial Order Term of the Service Order for Services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same MRC applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Agreement between the Parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

- 2. Growth Clause** – Growth services may or may not be requested by the Owner during the contract term. The Respondent shall include a "Growth Clause" with the maximum charges per month. The "Growth Clause" shall not require a change in contract terms. The "Growth Clause" shall include a price for all existing service types plus any additional services of the same type/speed and bandwidths. **Please review the Attachment "A – Site Schedule" for specifics.** Bidder shall include growth bandwidth and growth pricing in the contract for any potential upgrades.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service

Location(s), bandwidth information and service offering.

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate MRCs and any OTCs to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within 5 business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

Bid Evaluation

The Owner will evaluate and select the winning proposal based on the following criteria.

1. **Price (30%)** – The price of eligible goods and services will be the highest weighted factor. The Owner will evaluate price based ONLY on the eligible monthly and eligible "one-time" costs. E-Rate ineligible items must be provided on a separate rate sheet that will not be a part of this evaluation.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering. MRCs and OTCs are exclusive of applicable taxes, surcharges and fees. Additional Service Charges may be applicable in accordance with the Agreement.

2. **Experience (25%)** – The Owner will evaluate prospective Respondent's experience based on, but not limited to, the Respondents ability to successfully provide the requested service(s), and prior history with the Owner. This may generate positive or negative as a result. A neutral finding will provide all Respondents the same score.

Spectrum has read and understands.

3. **Accuracy of Response (20%)** – The Owner will evaluate the prospective Respondents proposal response for, but not limited to, completeness of proposal package, Service Agreement, amendments and/or exceptions to the requested service(s).

Spectrum has read and understands.

4. **Qualifications (15%)** – The Owner will evaluate the prospective Respondents qualifications based on, but not limited to, technical expertise and service coverage and the number of projects successfully completed by the Respondent providing the same type and scope of the requested services. This score will be affected by the Respondents ability to provide CTF discounts.

Spectrum has read and understands.

5. **Service Level Agreement (5%)** – The Respondent will include a signed and dated copy of their multi-year Service Agreement (contract and service level agreement) with the proposal. Upon review and evaluation of all proposals, the Owner will sign, date, and return the successful Respondents agreement(s). The Service Agreement shall include reference to the RFP number in which you provide a bid response to.

Spectrum has included a sample Agreement and applicable SLAs for Customer's review and upon award, will work with Customer to execute the final Agreement between the parties.

6. **Other Cost Factors (5%)** – The owner will take into consideration of all non-E-Rate costs, including but not limited to ineligible one time or recurring charges, equipment, etc.

Spectrum has read and understands.

Protests

To be considered, written protests containing the proposal number must be submitted in accordance with the Owner's Board of Education Policy for protests. Protests must be made on the following grounds to be considered:

1. Owner failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto, or
2. A Conflict of Interest
3. State and/or Federal law has been violated.

All protests will be responded to in accordance with the Owners Board of Education Policy.

Spectrum has read and understands.

Bidder Selection/Contract Award

The Owner reserves the right to make the award to the bidder who submits the proposal which meets the requirements set forth herein and best meets the needs of the Owner, after taking into consideration all the aforementioned factors. The Owner also reserves the right to select portions of a proposal, or to reject all proposals. If the Respondent fails to provide the contract service, the Respondent agree to financial compensation to the Owner to move to the next qualified Respondent.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

Spectrum does not agree to provide Customer with financial compensation to move to the next qualified bidder. Default of the Agreement and applicable remedies available to the Customer are defined and provided in the Agreement and SLA, as applicable.

Right to Reject Any and All Proposals

The Owner reserves the right to accept or reject any or all responses in whole or in part. Or waive any minor irregularity in any proposal received. The Owner shall be the sole judge of the competency and responsibility of the Respondent. The submission of a proposal by a Respondent is acknowledgment of this right.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

APPENDIX A: SPECIAL CONSTRUCTION COST BREAKDOWN

Owner: Oak Park Unified School District
Project #: 403-23A.11

Respondent is required to provide the breakdown shown below for all proposals containing special construction. If additional lines are required, submit additional pages as required.

Location	Strand Count	Segment Mileage	Total Segment Cost	Eligible Cost	Ineligible Cost
Total project mileage and costs					

Special construction costs are not applicable to Spectrum's proposal therefore Spectrum has not completed Appendix A.

When special construction is required, the following information must also be provided with the proposal. Failure to include the required documents will result in a determination of Non-Responsive for the Respondent.

1. Special Construction Cost Breakdown Sheet
2. Route map of all build segments in KMZ or KML format.
3. Explanation of alternative routes that were explored and why the chosen route is the most cost effective.
4. Explanation of special materials and procedures required that may have increased construction costs, such as.
 - a. Historical preservation or environmental issues

- b. Bridge, waterway, railway, or highway crossings
- c. Galvanized conduit
- d. Directional boring through hard rock or under a paved surface
- e. An excessive number of handholes, marker posts, or other OSP materials
- f. Expensive pole attachment fees or make ready costs.

DETAILED COST BREAKDOWN

* Each additional service offering in which you provide MUST be placed on a separate Detailed Breakdown sheet form*

Form 471 - Detailed Cost Breakdown

Customer Name: _____

Service Provider Name: _____

Term of Service: _____

Proposal Date: _____

FRN Number: _____

Billed Entity Number: _____

For use the District's use ONLY. Service Provider will leave BLANK.

(Estimated) E-Rate Funding Level: 0%

Initial Term of Service			One-Time Cost		Annual Recurring Cost		E-Rate Reimbursement	Net Annual Cost after E-Rate, before CTF	Net Annual Cost after E-Rate & CTF Discount
			Eligible One-Time Cost	Ineligible One-Time Cost	Eligible Annual Cost	Ineligible Annual Cost			
Service	Speed	Qty	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(Estimated) Taxes/Surcharges					\$ -	\$ -	\$ -	\$ -	\$ -
Annual Recurring Total					\$ -	\$ -	\$ -	\$ -	\$ -
One-Time Cost Total AFTER Erate Discount									\$ -

Optional One (1) Year Extension			One-Time Cost		Annual Recurring Cost		E-Rate Reimbursement	Net Annual Cost after E-Rate, before CTF	Net Annual Cost after E-Rate & CTF Discount
			Eligible One-Time Cost	Ineligible One-Time Cost	Eligible Annual Cost	Ineligible Annual Cost			
Service	Speed	Qty	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(Estimated) Taxes/Surcharges					\$ -	\$ -	\$ -	\$ -	\$ -
Annual Recurring Total					\$ -	\$ -	\$ -	\$ -	\$ -
One-Time Cost Total AFTER Erate Discount									\$ -

*Due to limitations in the “Detailed Cost Breakdown”, please review Spectrum’s Service Proposal for pricing, Service Location, Initial Order Term, bandwidth information and service offering.

Price Evaluation Form

****Each additional service offering provided MUST be placed on a separate Price Evaluation Form****

Owner: Oak Park Unified School District
Project #: 403-23A.11

The owner shall use the price(s) shown below to determine the bidder's evaluation score for all "cost(s)" related to evaluation criteria.

Instructions:

1. Respondents shall provide a line-item price for the "Recurring Price," and if applicable the "One-Time" price for each site(s) listed on Attachment A - Schedule.
2. Respondent shall provide a description and line-item price for any "additional" price elements that are not included in the "recurring price" and the "one-time" price totals that are included in the Respondents proposal.

Recurring Price

Service	Speed	Monthly Recurring Price	Contract Term (Months)			"Recurring Price" Total
		\$	X		=	\$
		\$	X		=	\$
		\$	X		=	\$
		\$	X		=	\$
		\$	X		=	\$
		\$	X		=	\$
		\$	X		=	\$
		\$	X		=	\$
		\$	X		=	\$
		\$	X		=	\$
"Recurring Price" Sub-Total						\$

One-Time Price

Service	Description	"One-Time Price" Total
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
"One-Time Price" Sub-Total		\$

Additional

Service	Description	Total
		\$
		\$
		\$
"Additional" Price Sub-Total		\$

BIDDER'S NAME _____

SIGNATURE _____

Date _____

PRINT NAME _____

TITLE _____

*Due to limitations in the "Price Evaluation Form", please review Spectrum's Service Proposal for pricing, Service Location, Initial Order Term, bandwidth information and service offering.

QUALIFICATION FORM

QUALIFICATION FORM

Owner: Oak Park Unified School District
Project number: 403-23A.11

The Respondent shall furnish all the following information accurately and completely. Failure to provide the required information may result in a rejection of the proposal. Additional pages may be attached if necessary. "You," and/or "your" as used in this questionnaire refers to the Respondents firm and any of its owners, officers, directors, shareholders, parties, or principals. The Owner has discretion to request additional information depending on the project.

1. **Firm name and address:** Charter Communications Operating, LLC
12405 Powerscourt Dr.
St. Louis, MO 63131

(562) - 677-0472 Telephone

() - Fax

2. **Type of firm:** (check one) Individual ☐ Partnership ☐ Corp. ☒

3. **Names and titles of all principals of the firm:**

<https://newsroom.charter.com/leadership>

4. **How many years has your firm been providing the services you are proposing?** Include only years as this type of Respondent and only the years with the current entity in its current form:

Charter was founded in 1993.

A. Prov
Provide the total number of customers that you have provided the same type of proposed services (not using subcontractors) in the last 3 years. (Respondents will be responsible to provide a complete list of reference to confirm this number if asked)

Customer Proprietary Network Information (CPNI) considerations prohibit Spectrum from publicly disclosing customer specific service information.

B. Prov
Provide the number of customers that you have provided the same type of proposed services (not using subcontractors) in the Education Market in the last 3 years. (Respondents will be responsible to provide a complete list of reference to confirm this number if asked)

Customer Proprietary Network Information (CPNI) considerations prohibit Spectrum from publicly disclosing customer specific service information.

5. **Is your firm licensed in the State of California to provide the service you are proposing?**

Yes.

If yes, Please provide the following additional information:

- A. Provide the License Name Holder, Number and Expiration Date of the license associated to the service you are proposing.

Name Holder: Charter Communications Operating, LLC

License No.: 0002526580

Expiration Date: 06/14/2028

If no, Please provide the following additional information:

- A. Provide the License Name Holder, Number and Expiration Date of the Sub-Contractor(s) who is licensed to perform the service you are proposing. Attach additional pages as necessary.

Name Holder:

License No.:

Expiration Date:

6. In the last five years have you or any of your principals been in litigation or arbitration or a dispute of any

kind on a question or questions relating to a public funded project? Response must include information pertaining to principals' association outside of the firm responding to this Project. If yes, provide name of public agency and details of the dispute. Attach additional pages as necessary.

Spectrum does not comment on prior or ongoing litigation, which may be confidential. Any material would be reported in Charter Communications, Inc.'s public Filings at <https://ir.charter.com>. However, Spectrum is not a party to any lawsuit which will have an adverse impact on Spectrum's ability to perform the services offered in this proposal.

7. In the last five years have you or any of your principals ever failed to complete a project? Response must

include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attach additional pages as necessary.

To the best of Charter's knowledge, we have not failed to complete a project.

8. Does your firm currently have a Service Provider Identification Number (SPIN)?

Yes.

If yes, Please provide the following additional information:

- A. Provide the SPIN associated to the service you are proposing.

Charter Communications Operating, LLC's SPIN is 143050436.

- B. Provide the Date that your last Form 473 Service Provider Annual Certification (SPAC) was approved.

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143050436	Charter Communications Operating, LLC		David Ventimiglia	12405 Powerscourt Dr St Louis MO 63131	314394-9850	Y	2017, 2018, 2019, 2020, 2021, 2022

9. In the last five years have you or any of your principals ever been placed under a “Red Light” restriction by

the Federal Communications Commission (FCC) and/or the Universal Services Administrative Company (USAC)?

Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attach additional pages as necessary.

To the best of Charter's knowledge, in the past five (5) years, Charter has not been placed under a “Red Light” restriction by the FCC or by USAC.

10. Is your firm approved by the CPUC to participate in the California Teleconnect Fund (CTF) Program?

Yes.

If yes, please provide the following additional information:

A. Provide your CPUC registration number.

Charter's CPUC registration number is U-6878-C.

B. Will you be seeking reimbursement from the CPUC for the eligible CTF portion(s) of the service you are proposing?

Upon the Customer providing CPUC Application Letter, Charter will then seek reimbursement for the CPUC for the eligible CTF portions for services.

11. **List of References:** Provide information on the three (3) E-Rate projects your company has completed in the last three years that comes closest to matching the scope of this RFP. If the bidder has not completed an E-Rate project provide three (3) “Educational Market” projects, your company has completed in the last three years. Respondent may include additional documentation.

Spectrum has provided references herein.

REFERENCES

KIPP So Cal Public Schools

Jenn Miranda
Director of IT

1933 S Broadway, Suite 1144 | Los Angeles, CA 90007
p: 213.489.4461 x10122 | c: 323.682.8399 | f: 213.489.4471
jmiranda@kippsocal.org | www.kippsocal.org

Los Angeles Leadership Academy

234 E Avenue 33/Los Angeles CA
10G FIA
Tina Butler
tbutler@laleadership.org
323-394-1137

Environmental Charter Schools

Jeremiah David
Director of Compliance & Operations
2625 Manhattan Beach Blvd. Suite 100
Redondo Beach, CA 90278
O: 310-214-3408, x1006
www.ecsonline.org

Mojave USD

Chris Hamilton
chrishamilton@mojave.k12.ca.us
661-824-4001 x 233

Rio School District

Technology Services
1800 Solar Drive 3rd FL
Oxnard, CA 93030
Jarkko Mylläri
Director of Technology
jmyllari@rioschools.org
@jarkkomyllari

GENERAL ACKNOWLEDGEMENT FORM

Owner: Oak Park Unified School District
Project Number: 403-23A.11

The following documents must be submitted with the proposal:

1. Proposal Narrative
2. Price Evaluation Form
3. Detailed Cost Breakout Sheet
4. Qualifications Form
5. Service Agreement
6. General Acknowledgement Form

Pursuant to and in compliance with the published RFP and related documents, **the undersigned Respondent**, having familiarized himself/herself with the terms of the RFP, the conditions affecting the performance of the RFP, the cost of the work at the place where the work is to be done, and other Documents, **proposes and agrees to perform**, within the time stipulated, including all of its required services, and everything required to be performed, and to provide and furnish any and all of the professional services, applicable taxes, utility, and transportation services necessary to perform the requested contract and complete in a workmanlike manner all of the work required in connection with the RFP Documents, including Addendum No.'s _____, _____, _____, _____, _____, _____, _____. * Copies of Addenda are obtainable at the office of the owners' representative (Infinity Communications).

The RESPONDENT agrees that at the time of request, he/she will provide a signed copy of the Respondents' **Service Agreement** within (48) forty-eight hours.**

The RESPONDENT agrees that pricing provided within proposal and/or contract are true and correct. *** The responding service provider is required to provide the lowest corresponding price for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to Lowest Corresponding Price regarding a service provider not providing the lowest corresponding price, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide LCP.

The RESPONDENT understands that the withdrawal period for this RFP is (30) thirty days from the day of bid/proposal due date.

The RESPONDENT has carefully examined the RFP and related documents to the fullest that were prepared and furnished by the OWNER and acknowledges their sufficiency.*

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the OWNER'S notification and that the scope of work for this request as stated above shall be completed as noted in the RFP.*

**NAME OF RESPONDENT
ALL PARTNERS OR LEGAL NAME
OF CORPORATION:**

Charter Communications Operating, LLC
By: Charter Communications, Inc., its Manager

AUTHORIZED CONTACT:

David Brown

BUSINESS ADDRESS:

12405 Powerscourt Drive. St. Louis, MO 63131

TELEPHONE: (562) 677-0472

EMAIL: Bonny.Thompson@charter.com

DocuSigned by:

David Brown

BY: F5E211496B4D477...
(signature in ink)

David Brown, Director, Sales Vertical Accounts
(Type or Print name of Title and Signature)

**E-RATE SERVICE PROVIDER
IDENTIFICATION NUMBER (SPIN)**

143050436

DATE: 1/5/2023

* Spectrum's proposal shall not be considered an acceptance of an offer by Customer or otherwise create a binding contract between Customer and Spectrum. The exceptions noted in Spectrum's proposal shall apply to all provisions of the RFP to which they reasonably relate, regardless of whether an exception is noted for a particular provision. Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement"). Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP. Spectrum will endeavor to meet the Customer's desired installation date. However, due to time constraints which are required for construction, designs, permits and various other factors, Spectrum will only commit to an estimated timeframe for delivery of Service. The MRCs and OTCs are exclusive of taxes, fees and surcharges.

** Spectrum will promptly work with Customer to execute the final definitive agreement, to be negotiated between the parties.

*** Spectrum complies with LCP rules. Spectrum's proposal is based on the information provided in this RFP and is accurate to the best of its knowledge. If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Ethernet fiber-based service (the "Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. This SLA document applies only to services provided over Spectrum Enterprise's own network ("On-Net") and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for On-Net Services:

Spectrum Enterprise Ethernet Services SLAs			
Performance Tier	Metro	Regional	National
Miles	0 - 155	156 - 746	> 746
Kilometers	0 - 250	251 - 1200	> 1200
Latency	≤ 10ms	≤ 25ms	≤ 125ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	> 99.99%	> 99.99%	> 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer's A and Z Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	a. Service Disruption resulting in a total loss of Service; or b. Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a “Priority 1 Outage”).
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service; or b. A single non-circuit specific quality of Service inquiry.

III. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). Spectrum Enterprise measures frame delay using a standard 64 byte ping between the closest Spectrum Enterprise network hubs to corresponding Customer A and Z locations in a roundtrip fashion.

Latency / Frame Delay is calculated as follows:

Latency / Frame Delay=	$\frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$
-------------------------------	--

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (Spectrum Enterprise network hub to Spectrum Enterprise network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point (Spectrum Enterprise network hub to Spectrum Enterprise network hub). Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame
Delay Variation =

Sum of the Frame Delay Variation measurements for an On-Net Service

Total # of measurements for an On-Net Service

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below.

Any credits will be applied as an off-set against any amounts due from Customer to Spectrum Enterprise. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by Spectrum Enterprise engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to Spectrum Enterprise's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii)

Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.



SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service attached hereto ("Terms of Service") with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the services hereunder ("Spectrum").

Spectrum Sales Support Contact Information

Spectrum Account Executive:
Office: Mobile:
Email:

Customer Information

Customer Name (Exact Legal Name):				
Street Address:	Suite:	City:	State:	Zip:
Customer's Main Tel. No.:		Fax. No.:		
Customer Contact Name:	E-mail:		Tel No:	
Billing Address:	Suite:	City:	State:	Zip:
Billing Contact Name:	E-mail:		Tel No:	

Agreement

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum's services (each a "Service" or collectively the "Services") and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a "Party" or collectively as the "Parties." Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

GENERAL

1. SERVICE AGREEMENT TERM. The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").

2. SERVICES. Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

3. ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. AVAILABILITY OF FACILITIES. Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without additional expense, suitable facilities, third party connections, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. If Spectrum is unable to secure and retain such items in accordance with the foregoing, Spectrum may decline to accept or cancel a Service Order upon notice to Customer in accordance with Section 5(f). Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform, either before or after acceptance of a Service Order, an installation review (including a review of Customer's inside wiring) of each proposed Service Location prior to installation of the Services to determine the serviceability of such network location and/or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location. If during the installation review, review of available facilities and access, site preparation, or installation activities described herein, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space, inside wiring, and clean power all as is reasonably necessary for the installation, operation, and delivery of Spectrum Equipment and Services at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, inside wiring, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Services that would otherwise be available for Customer's use.

(d) Installation. Spectrum will schedule one or more installation visits with Customer. At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum's inability to obtain access to equipment at the Service Location as necessary for installation of the Service, or (iv) Customer's Equipment (as defined herein) being inadequate to interconnect with the Services, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

(e) Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

(f) Service Order Revisions and Cancellations. If, either before or after a Service Order is executed, or during the course of this Agreement, Spectrum determines that: (i) there is a lack of available service as detailed in Section 4, or the criteria outlined in Section 5 are not met; (ii) additional work is necessary to enable Spectrum to deliver the Services to the Service Location; (iii) access, transmission medium, equipment, adequate transmission capacity, services from or interconnection with the services or facilities of other providers, would require an additional cost or are unavailable; (iv) Customer's inside wiring is causing signal leakage which violates the Federal Communications Commission's guidelines; or (v) there is any other cause beyond Spectrum's control that causes an adverse effect on Spectrum's ability to provide the Service, then Spectrum may, at Spectrum's sole discretion, either decline to accept or cancel a Service Order. Alternatively, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Spectrum notifies Customer that additional Service Charges will apply and if Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to cancel the applicable Service Order or, if no Service Order has been executed, Spectrum has the right to decline to accept a pending Service Order.

6. EQUIPMENT.

(a) Equipment Responsibilities and Safeguards. Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software on the Spectrum

Equipment not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

(b) Customer Security Responsibilities. Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

(c) Equipment Return, Retrieval, Repair, and Replacement. Upon termination or expiration of this Service Agreement or Service Order(s) ("Termination"): Customer shall immediately cease all use of and promptly return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Additionally at the discretion and direction of Spectrum: (x) Customer shall return the Spectrum Equipment to Spectrum; (y) Customer shall allow Spectrum to retrieve the Spectrum Equipment, which Spectrum Equipment must be in the condition in which the Spectrum Equipment was originally received by Customer, subject to ordinary wear and tear; or (z) Spectrum may choose not to recover all or certain portions of the Spectrum Equipment at the Customer's Location

If, upon Spectrum's request, Customer fails to return the Spectrum Equipment, or does not allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated, Spectrum may, at its discretion charge to Customer's an account equal to: (i) Spectrum's then-applicable unreturned equipment charge, or the retail cost of replacement of the unreturned Spectrum Equipment; plus (ii) any and all costs and expenses associated with Spectrum's unsuccessful attempts to retrieve the Spectrum Equipment. . If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of the Spectrum Equipment. The proper disposition of any Spectrum Equipment that is not returned to, or recovered by, Spectrum will be the sole responsibility of Customer, and must be in accordance with applicable laws. The foregoing Customer obligations will survive the termination of Service.

7. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse

Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation.

Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

(c) Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

(e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

(f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time.

(g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:

- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
- ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

8. ADMINISTRATIVE WEB SITE. Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site.

Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.

9. SUPPORT. Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of Spectrum Service or third party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7(d).

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

(a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.

(b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) No Interference. Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes, other Services, or third-party providers. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(e) Applicable Laws. With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.

(f) Acceptable Use. As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission.

For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

11. PERFORMANCE. Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) **Default.** A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) **Mutual Termination Rights.** Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) **Termination for Convenience by Customer.** Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) **Spectrum's Right to Suspend.** Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) **Termination Charges.** Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(f) **Survival.** The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

(a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(b) LIMITATION OF LIABILITY. WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

15. INDEMNIFICATION. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a)** Customer's misuse of the Service,
- (b)** Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
- (c)** Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.

Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

16. COMPLIANCE WITH LAWS. As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement.

Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

17. REGULATORY CHANGES. In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs or rate schedules with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff or rate schedule shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

18. ARBITRATION. This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

(a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

(b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal.

The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.

(c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding.

(d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

(e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- i. ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

(a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.

(c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

20. PRIVACY. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES.

(a) Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:

Charter Communications Operating, LLC
ATTN: Commercial Contracts Management
Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

(b) Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: <https://enterprise.spectrum.com/support/faq/account/how-to-cancel-service.html> (such instructions in the link may be updated from time to time).

22. MISCELLANEOUS.

(a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs online product descriptions, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.

(b) Signatures; Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

(c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control.

To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.

(d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.

(e) Severability. To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

(f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of New York shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Except as otherwise specified in Section 7(e), any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.

(j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

Attachment A Spectrum Business TV and Enterprise TV Service (collectively, “TV Service”)

Spectrum Business TV Service: Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer's use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, “Premium Services”).

Spectrum Enterprise TV Service: Spectrum Enterprise shall provide the customized multi-channel video programming service (“Enterprise TV Service”) to Customer's Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. **Music Programming.** Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.

2. **Spectrum Equipment.** Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals (“Connections”) or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.

3. **Provision of Service.** Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.

4. **Restrictions.** Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum's prior written consent.

5. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.

7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.

9. Set Back Box. Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:

1. Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.

2. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.

10. SpectrumU Service. SpectrumU is an online video service ("SpectrumU TV") that is accessible via a compatible browser or supported digital media streaming device that permits authorized users to stream video content while connected to Customer's network. Spectrum cannot guarantee that every browser or digital media streaming device operator will make the SpectrumU TV application available on its platform, now or in the future, and therefore unavailability of the SpectrumU TV application on any particular third-party digital media streaming device or browser is not a breach of this Agreement.

(a) Many factors outside of Charter's control affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality and utilization of Customer's network, service attacks, and the authorized user's device.

(b) Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms prior to using or downloading SpectrumU TV.

(c) Spectrum may require that authorized users update the SpectrumU TV application from time-to-time in order to continue use of SpectrumU TV.

Attachment B
Spectrum Business Voice Service, PRI/SIP Trunking Service
(collectively “Voice Services”)

**Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and
Unified Communications (collectively, “Hosted Communications Services”)**

DESCRIPTION OF SERVICES:

Voice Services:

Spectrum Business Voice Service: If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully below and in the applicable Service Order.

SIP Trunking Service: If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol (“SIP”) connection to the Customer’s private branch exchange (including any non-Spectrum switch, collectively, “PBX”) or other Customer Equipment, and a variety of features, as described more fully below and in the applicable Service Order.

PRI Trunking Service: If Customer selects to receive PRI Trunking Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface (“PRI”) connection to Customer’s PBX or other Customer Equipment, and a variety of features, as described more fully below and in the applicable Service Order.

Trunking Service: Trunking Service shall mean SIP Trunking Service and/or PRI Trunking Service, as applicable.

Analog Lines Over Fiber Service: If Customer selects to receive Analog Lines over Fiber Service, Customer will receive voice and call processing services via an analog connection to the Customer’s PBX that is equipped with an analog line card interface or other analog line based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully below and in the applicable Service Order.

Toll-Free Service for Spectrum Trunking: If Customer selects Spectrum Toll-Free Service for use with Trunking Service, Customer will receive voice service consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:

- Origination Screening: Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
- Origination Routing: Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
- Schedule-Based Routing: Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
- Percentage Call Allocation: Routes an originating call made to a single toll-free number to any of two or more pre-determined DID number locations based on the Customer’s allocated traffic percentage between the DID number locations.
- Toll-Free Dialed Number Identification Service (DNIS): Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Spectrum Trunking Service.

Note: Spectrum Toll-Free Service must terminate to a Spectrum Trunking Service. Not all Toll-Free Service features may be available in all areas.

E911 Location Plus: If Customer selects Spectrum E911 Location Plus for use with Trunking Service, Customer may add or manage station level address information (for example, floor, suite, or office number) for telephone numbers at a Service Location for Customer’s E911 address records through use of the E911 Location Plus self-service web portal. E911 Location Plus may be used by a Customer operating its own multi-line telephone system in an office or apartment building, or other similar building environment that wishes to provide location information for its station level telephone numbers.

Spectrum Hosted Communications Services:

Spectrum Hosted Voice Service: If Customer selects Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance described more fully below and in the applicable Service Order.

Spectrum Hosted Voice for Hospitality Service: If Customer selects Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully below and in the applicable Service Order.

Spectrum Hosted Call Center: If Customer selects to receive Spectrum Hosted Call Center Service; Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully below and in the applicable Service Order.

Unified Communications Service: If Customer selects Unified Communications Service features that are added onto a Spectrum Hosted Communications Service, Customer may receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully below and in the applicable Service Order. Unified Communications Services may also be available in personal computer, mobile phone, and tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service (i.e., "soft phone service"). If Customer elects a soft phone service, it will be offered as a separate inbound and outbound service and Customer must choose one or both services prior to installation. Customer may later modify its selection in writing. If Customer or an End User accesses the Hosted Communications Services through use of an application, certain features, functionalities, or capabilities, such as two-way calling, may not be available. 911 CALLING WILL NOT BE AVAILABLE WITH SOFT PHONE SERVICE. When using such an application, Customer and End Users are subject to the terms of such application and the terms of this Service Agreement (including this Attachment). Changes made to the features, functionalities, capabilities of the Unified Communications Service, or to an application accessing Spectrum Hosted Communications Service, shall be in Spectrum's sole discretion.

Unified Communications over Wireless Internet Backup: If Customer selects Unified Communications over Wireless Internet Backup Service, Customer will receive Wireless Internet Backup Service as described in Attachment G for Unified Communications Service provided at Customer's location(s) specified in an applicable Service Order. Unified Communications over Wireless Internet Backup Service is subject to availability and the terms and conditions in Attachment G and the applicable Service Order.

Service Descriptions: Spectrum's Voice Services and Hosted Communications Services listed above are described in Customer's Service Order, and/or in Spectrum's usage pricing plans, and online product descriptions, as applicable, on Spectrum's website at <https://enterprise.spectrum.com/services/voice.html>.

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

Customer's use of the Voice Services and Hosted Communications Services (collectively, "Communications Service") is subject to the following additional terms and conditions:

1. Availability of Facilities and Service Modifications:

(a) Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.

(b) Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling),

fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle

(c) Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at <https://enterprise.spectrum.com/services/voice.html>. These additional Communications Services, features, or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

2. Customer-Premise Equipment: Communications Services may require Customer-premise equipment. If required, Spectrum will supply such equipment for so long as Customer remains a Communications Service Customer. Depending on the Communications Service plan, there may be a monthly charge for the equipment. Upon termination of Communications Service for any reason, Customer shall return the Spectrum-supplied equipment within thirty (30) days or Customer will be charged an equipment fee equal to the fee charged by Spectrum at the time the equipment was supplied by Spectrum. An exception to this return policy is when the equipment is also supporting Internet service, in which case Customer may continue to use the equipment until such time as Internet is no longer provided or Spectrum requests a substitution of the equipment.

3. Communications Service Limitations:

(a) Unavailable Services; Call Blocking, Fraud, and N11. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum may use network management practices to block calls that have unassigned, invalid, or fraudulent numbers, that are identified as spam or malicious, that have suspicious calling patterns, or as otherwise permitted by applicable law. Calls blocked using these network management practices will not be delivered to Customer. Spectrum access to calls with 900 and 976 area codes and to international chat lines. Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services. In addition, certain "N11" services (three digit dial codes such as 211) may not be available in all serving areas.

(b) Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.

(c) Security Systems and Alarm Systems. Although Spectrum will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non-voice system (such as an elevator alarm line), Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. Spectrum does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Spectrum does not represent that the Service is fail-safe.

Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In all cases, it is Customer's responsibility to ensure that use of the Communications Service meets all applicable regulations.

(d) Prohibited Use: Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum will neither connect to such services nor provide technical support for the connection.

4. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

(a) Spectrum reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).

(b) Customer's outgoing calls must use an active, valid telephone number assigned to Customer. Use of invalid or unassigned telephone numbers are prohibited for outgoing calls. Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).

(c) Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.

5. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing, or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.

6. 911 Services:

(a) CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE

COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.

(b) Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.

(c) Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Service from a remote location.

(d) In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

(e) If Customer orders E911 Location Plus, (i) Customer may add and/or manage station level address information for telephone numbers at the Service Location through use of the E911 Location Plus self-service web portal; (ii) Customer shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations and requirements for operation and use of a multi-line telephone system and for providing accurate station level address information (i.e., the applicable characters for display at a 911 operator) for Customer's telephone numbers; (iii) Customer will transmit the telephone number to Spectrum that is associated with the station that placed a 911 call; and (iv) Customer will ensure the initial and continuing accuracy of the station level address information for each Customer telephone number in the E911 Location Plus self-service web portal. Updates or modifications to station level address information in the E911 Location Plus self-service web portal may require up to 24 hours for implementation and/or updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus self-service web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at the Service Location.

(f) Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.

(g) CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.

7. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be an active, valid telephone number that is assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs Customer Equipment that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse an active, valid telephone number that is assigned to the Customer and that accurately identifies the Service Location for each outbound call including emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks.

Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made.

The use of incorrect or fictitious CPN, ANI, or other calling party information on such telemarketing calls is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose. Customer shall provide proof of telephone number assignment (e.g., by business agreement or evidence the user has access to use the number) upon Spectrum's request.

8. Cross Rate Center Telephone Numbers: If Customer orders or utilizes telephone number(s) with Spectrum Trunking Service that are associated with a rate center that is different than the rate center where the Spectrum trunking service is located, (i) Customer's telephone number(s) will be provisioned as Direct Inward Dialing (DID) numbers on the Spectrum Trunking Service (referred to as "Cross Rate Center DIDs"); (ii) all calls originated from the Cross Rate Center DIDs will be rated based upon the rate center associated with the Spectrum Trunking Service location; and (iii) the address information for E911 calls from the Cross Rate Center DIDs shall be the address associated with the Spectrum Trunking Service location. Cross Rate Center DIDs may not be available in all Spectrum service areas, and Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) in service areas where Cross Rate Center DIDs are not available.

9. Centralized PBX Support: If Customer orders Centralized PBX Support for a Customer PBX that serves multiple Customer locations (each, referred to as a "Remote Site"), Customer will connect each Remote Site to a single site on the Customer's network (referred to as a "Hub Site") and Spectrum Trunking Service will be installed at the Hub Site. The demarcation point for each Remote Site will be the Hub Site location where the Spectrum Trunking Service is installed. Customer is responsible for the quality of the network and connections, including the voice Quality of Service (QOS), on its side of the demarcation point, unless such network and connections are provided by Spectrum. Additionally, the following requirements are applicable to Centralized PBX Support:

(a) Telephone numbers utilized at each Remote Site (i) must be associated with the rate center where the Remote Site is located, and (ii) must be in a Spectrum service area.

(b) Cross rate center telephone number assignment is not permitted with Centralized PBX Support. Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) if a Remote Site requires telephone numbers that are associated with a rate center that is different than the rate center where the Remote Site is located.

(c) The address information for E911 calls from a Remote Site shall be the address associated with the Remote Site. Customer is solely responsible for providing Spectrum with accurate telephone number and service address information for each Remote Site. Customer must contact Spectrum before moving telephones or telephone numbers to any address other than the Remote Site, otherwise calls from the telephones or telephone numbers will appear to E911 emergency service operators to be coming from the Remote Site and not the new address.

(d) Spectrum will calculate and remit 911 fees for each Remote Site based on state and local regulations at the address where telephone(s) and telephone number(s) are located and emergency services are dispatched.

10. All calls from a Remote Site will be rated based upon the rate center associated with telephone number(s) at the Remote Site. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments, and/or lines. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.

11. Customer Equipment: Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations.

Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

12. CPNI: As a provider of telecommunications and interconnected VoIP services, Spectrum takes seriously its responsibility to protect the confidentiality of its customers' proprietary network information ("CPNI"). Spectrum is committed to protecting its telecommunications and interconnected VoIP service customers' CPNI in accordance with applicable regulatory and statutory requirements. CPNI is customer-specific data that is collected by Spectrum in the course of providing telecommunications or interconnected VoIP services to its customers, and includes information relating to the quantity, technical configuration, type, destination, location, and amount of telecommunications and interconnected VoIP service usage by Customer, and information contained in Customer's bills that is obtained by Spectrum pursuant to its provision of telecommunications or interconnected VoIP service. Customer CPNI will be protected by Spectrum as described herein, in the Spectrum Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding anything else in this Agreement, the following shall not be CPNI: (i) Customer's directory listing information (i.e., Customer's name, address, and telephone number), and (ii) aggregated, deidentified and/or compiled information that does not contain individual customer characteristics, even if CPNI was used as a basis for such information.

(a) Spectrum may use and disclose Calling Details and CPNI when required by applicable law.

(b) Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.

(c) Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.

(d) Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access, and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.

(e) Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.

(f) Provided that Customer is served by at least one dedicated Spectrum representative under this Attachment B, Spectrum may use any one of the authentication methods specified below to confirm that a person seeking Customer CPNI (including, without restriction, call detail records) is authorized to receive it. Spectrum will not be liable to Customer for any disclosure of CPNI (including call detail records) that occurs if Spectrum has complied with one or more of these authentication methods.

- Agency Letter. As provided in paragraph 12.e, Spectrum may provide CPNI to any individual pursuant to the terms of an Agency Letter.
- Circuit ID. Spectrum may provide Customer CPNI to an individual that correctly identifies a Customer Circuit ID—i.e., a Spectrum-specific identifier assigned to a data or voice network connection between two locations.
- Premier Code. Spectrum may provide Customer CPNI to an individual that correctly identifies Customer's Premier Code—i.e., a 4-digit code that Spectrum may provide to Customer.
- Security Code (CPNI code). Spectrum may provide Customer CPNI to an individual that correctly identifies the account's security code—i.e., a 4-digit code that Spectrum may provide to Customer.
- Last 4 digits of any MAC addresses listed on account. Spectrum may provide Customer CPNI to an individual that correctly identifies the last 4 digits of the MAC address of any Spectrum-issued device listed on the account—i.e., a cable modem, telephony equipment, set top boxes, etc.
- Full serial number of any piece of Spectrum Equipment on Customer's account. Spectrum may provide Customer CPNI to an individual that correctly identifies the full serial number of any Spectrum-issued equipment listed on the account—i.e., a cable modem, telephony equipment, set top boxes, etc.

Spectrum reserves the right to add, remove, or alter these authentication methods in its sole discretion.

In the event of a conflict or inconsistency between the CPNI terms in this Attachment B and the remainder of the Service Agreement, the CPNI terms in Attachment B shall control.

13. Directory Listings: Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

14. Usage Rates/Minute Packages: Communications Services may be subject to usage pricing plans or minutes of use packages that apply charges for certain calls, including international calls and inbound toll-free calls. Unless otherwise specified in Customer's Service Order or Contract, usage pricing plans or packages are available for Trunking Service at enterprise.spectrum.com/services/voice/enterprise-trunking/rates.html and for Unified Communications at enterprise.spectrum.com/services/voice/unified-communications/rates.html. Spectrum reserves the right to change its usage pricing plans and packages at any time.

15. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") or former toll-free service provider, as appropriate, using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third -party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

16. Call Redirect: If a PRI Service, Analog Lines over Fiber, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

17. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit.

The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

18. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

19. Voicemail; Call Recording and HIPAA. This paragraph shall apply if Customer is a Covered Entity or Business Associate under HIPAA. If Customer is a Covered Entity or Business Associate, and intends to create, receive, maintain or transmit protected health information ("PHI") through the use of the Hosted Communications Services, Customer agrees that with regard to the Voice Services (i.e. telephone service alone), Spectrum is acting solely as a "conduit". Under HIPAA, a "conduit" is a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. However, Customer agrees that it shall notify Spectrum, and the parties shall enter into Spectrum's Business Associate Agreement, if Customer is to receive or store any PHI on the voicemail or call recording features of the Hosted Communications Services, both of which must occur before such receipt or storage of PHI. In such event, Customer further agrees that it shall not enable or otherwise use any "voicemail to e-mail" feature in connection with the Hosted Communications Services. As used herein, "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing rules and regulations, and "Covered Entity," "Business Associate," and "protected health information" shall have their respective meanings as defined by HIPAA.

Attachment C

Spectrum Business High-Speed Internet Service ("Internet Service")

Spectrum Business High-Speed Internet Service¹: Internet access service implemented using a hybrid fiber/coax ("HFC") or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer's data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third-Party Services"). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer's use of the Internet Service is subject to the following additional terms and conditions:

1. Minimum Equipment Requirements. Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum's sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).
2. Software. At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.
3. Internet Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.
4. Security. Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.
5. Electronic Addresses; Mailboxes. All non-vanity email addresses, email account names, and IP addresses ("Electronic Addresses") provided by Spectrum (and not through Customer's domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.

¹ Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 ("Legacy Services") until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

6. Mailboxes. Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.
7. Mail Storage. In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.
8. Cookies. Customer may access their Spectrum email account at <https://www.spectrumbusiness.net> or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at <https://www.spectrumbusiness.net>, Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.
9. Changes of Address. Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.
10. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.
11. Spectrum Business WiFi. Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.
12. The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.
13. Spectrum Business WiFi Hotspot. Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.
14. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.

(a) Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:

- i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
- ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.
- iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
- iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
- v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

15. Desktop Security Service. Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.

Attachment D

Fiber Internet Access Service ("FIA Service")

Fiber Internet Access: If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and Spectrum's facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum's FIA Service is "On-Net" if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with "Off-Net" services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("Third Party Services"). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer's use of the FIA Service is subject to the following additional terms and conditions:

1. **FIA Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.
2. **Bandwidth Management.** Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) "Path" shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) "Multi-Path" shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at <https://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
4. **DDoS Protection Services.**
 - (a) This Section only applies if Customer elects to purchase DDoS Protection Service (whether by monthly subscription or on a per incident basis) to enable detection of distributed denial of service ("DDoS") attacks, receive notifications of attacks, mitigation services, and post-event reporting of DDoS attack activity. Spectrum monitors Customer Internet traffic as it travels across Spectrum's Network to detect anomalies that are symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a "DDoS Attack"). Spectrum requires that Customer: (i) provide information regarding Customer's Internet traffic before Spectrum can provision the DDoS Protection Service and (ii) cooperate with Spectrum to conduct mitigation testing in order to activate the DDoS Protection Service. After DDoS Protection Service activation, Spectrum will monitor Customer's Fiber Internet Access (FIA) network traffic flow for variations to the baseline traffic patterns. When the DDoS Protection Service detects an anomaly that is symptomatic of a DDoS Attack, the DDoS Protection Service alerts Spectrum. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove the countermeasures and redirect Customer's inbound network traffic to its normal path if Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack for an additional 4 hours. Customer may obtain status updates and reporting from Spectrum through a customer portal, or other means as determined by Spectrum. During the provisioning process, Customer may designate whether Spectrum is to provide "Proactive" or "Reactive" mitigation services as further described below. If Customer has designated Proactive mitigation, Customer may switch to Reactive mitigation and if Customer designated Reactive mitigation, Customer may switch to Proactive mitigation, at any time during the Initial Order Term. Spectrum will use commercially reasonable efforts to implement Customer's change request within five (5) business days of receipt of Customer's request.
 - (b) **DDoS Proactive Mitigation Services:** If Customer designates Proactive mitigation services, following service activation, Spectrum will automatically implement countermeasures upon Spectrum's detection of a DDoS attack.

(c) DDoS Reactive Mitigation Services: If Customer designates Reactive mitigation services, Customer understands that Spectrum will not automatically initiate any DDoS countermeasures unless and until a Customer representative calls Spectrum to notify Spectrum that Customer may be experiencing a DDoS Attack. If Spectrum has an existing ticket indicating detection of a DDoS Attack, Spectrum will use commercially reasonable efforts to initiate countermeasures within 15 minutes.

(d) Customer Requirements: Only Spectrum's On-Net FIA Service are eligible to for DDoS Protection Services. DDoS Protection Service is provided on a per circuit basis. Spectrum's ability to provide the DDoS Protection Services is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion (e.g., Spectrum will not be able to provide a 3GB DDoS Protection Service if Customer has a 1GB Firewall).

(e) Disclaimers: Customer acknowledges the following additional terms for the DDoS Protection Services:

- i. SPECTRUM DOES NOT SUPPORT, AND SHALL HAVE NO OBLIGATION TO PROVIDE, MITIGATION WITH RESPECT TO IPv6.
- ii. DDoS mitigation only mitigates the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.
- iii. Spectrum makes no warranty, express or implied, that: (1) with respect to DDoS Protection Service, all DDoS attacks will be detected; (2) DDoS Protection Service will successfully mitigate the incident, including without limitation if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

(f) Termination:

If Customer terminates any FIA Service for which Customer has also subscribed to DDoS Protection Service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding DDoS Protection Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

5. DDoS Protection Incident Services. DDoS Protection Incident Services is available if Customer is not an active DDoS Protection subscriber and requests one-time DDoS attack mitigation.

(a) **Email Order**. DUE TO THE URGENT NATURE TO MITIGATE A DDOS ATTACK, CUSTOMER MAY ORDER DDOS PROTECTION INCIDENT SERVICE VIA EMAIL. TO INITIATE DDOS PROTECTION INCIDENT SERVICE, CUSTOMER MAY AUTHORIZE COMMENCEMENT OF SERVICES VIA SPECTRUM'S THEN-DESIGNATED EMAIL ACCEPTANCE PROCESS. CUSTOMER'S AFFIRMATIVE REPLY ACCEPTING DDOS PROTECTION INCIDENT SERVICE WILL CONSTITUTE A BINDING AGREEMENT BETWEEN CUSTOMER AND SPECTRUM AND CUSTOMER SHALL PAY AN INCIDENT CHARGE FOR EACH MITIGATION WINDOW (DEFINED BELOW) IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT AND AS OUTLINED IN THE AGREED TO EMAIL ACCEPTANCE PROCESS. The per-Mitigation Window incident charge is based on the FIA circuit bandwidth and will be set forth in the email referenced herein.

(b) During the provision of DDoS Protection Incident Service, Customer may elect to covert to subscription-based DDoS Protection Service by contacting Customer's sales account representative.

(c) Promptly after Spectrum's receipt of the email indicating acceptance, DDoS Protection countermeasures will start the Mitigation Window. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will continue countermeasures for the duration of each Mitigation Window. Once Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack then, at the conclusion of the Mitigation Window, DDoS Protection Incident Service will end and Spectrum will redirect Customer's inbound network traffic to its normal path.

(d) Mitigation Window: A "Mitigation Window" means Spectrum's provision of DDoS Protection Incident Service for a consecutive 72 hour period that begins when Customer accepts the DDoS Protection Incident Service via email reply to Spectrum and Spectrum commences the DDoS Protection Incident Service. Unless Customer requests termination of DDoS Protection Incident Service, if an attack persists beyond a single 72- hour Mitigation Window, Spectrum will commence new subsequent 72-hour Mitigation Windows until the DDoS attack subsides or Customer requests termination of DDoS Protection Incident Service. Each subsequent Mitigation Window is subject to additional fees.

Attachment E

WIDE AREA NETWORK (“WAN”) SERVICES

Ethernet, Cloud Connect and Wavelengths

1. **Ethernet Service:** Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum's Ethernet Services are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

2. **Cloud Connect Service:** Spectrum will provide a Cloud Connect Service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

3. **Wavelengths Service:** Spectrum will provide Wavelengths for Customer locations connected over fiber-optic cable. Wavelengths are a high speed (10Gbps and 100Gbps), optical data transport solution that uses dense wave division multiplexing (DWDM) technology, delivering low-latency bandwidth across Spectrum Enterprise's dense fiber network. Connectivity is established between two Customer end-points in a point-to-point topology. Spectrum will install the fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum's Wavelengths are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum's service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

4. **Additional terms of use:** Customer's use of Ethernet Service, Wavelength and, as applicable, Cloud Connect Service, are subject to the following additional terms and conditions:

(a) If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer's Multi-Path Ethernet Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.

(b) Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer's bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network.

(c) Customer's use of Ethernet and/or Wavelengths Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use “10% Rule” (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum.

In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.

SAMPLE

Attachment F

Managed Services

Software-Defined Wide Area Networking Service (“SD-WAN Service”), Managed Network Edge Service (“MNE”), Managed WiFi Service, Managed Router Service (“MRS”), Managed Security Service (“MSS”) and Virtual Security Service (“vSS”) (collectively, “Managed Services,” and each individually, a “Managed Service”)

If Customer elects to purchase a Managed Service, Spectrum shall provide Customer with any required customer premises equipment (“CPE”) through which Customer can receive the purchased Managed Service(s) at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

Customer’s use of any of the Managed Services, as applicable, is subject to the following additional terms and conditions:

The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software or hardware components of the Managed Services. Spectrum may update a Managed Service from time to time based on manufacturer-provided updates.

Technical Configuration Questionnaire.

Spectrum may request that Customer complete a “Technical Configuration Questionnaire” to obtain necessary information in order to provide a Managed Service. Incomplete or incorrect configuration information may adversely affect the Managed Service.

Security Limitations.

In accordance with the Disclaimer of Warranty and Limitation of Liability section of Spectrum’s Terms of Service, Customer assumes sole responsibility for use of the Managed Service and for access to and use of Customer Equipment used in connection with the Managed Service.

1. SOFTWARE DEFINED WIDE AREA NETWORK SERVICE: This section applies only if Customer purchases SD-WAN Service.

(a) Spectrum shall provide Customer with one or more SD-WAN CPE through which Customer can deploy and use Virtual Private Network connectivity and associated virtualized network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

(b) Customer is responsible for Internet connectivity at all Customer’s Service Location(s) in order for Customer to utilize the SD-WAN Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the SD-WAN Service at such Service Location may be degraded or inoperable.

2. MANAGED NETWORK EDGE SERVICE: This section applies only if the Customer purchases one or more of the following MNE Service categories.

Spectrum shall provide Customer with one or more CPE providing various network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order as per the table below:

Service Category	Service Description
Managed Network Edge	MNE Service provides Customer with router, security, and VPN capabilities at Customer’s Service Locations.
Managed Network Edge WiFi	MNE WiFi Service provides Customer with wireless Networking connectivity at Customer’s Service Locations.
Managed Network Edge Switch	MNE Switch Service provides Customer with Layer 3 switching at Customer’s Service Locations.

Managed Camera	Network Edge	MNE Camera Service provides Customer with CPE for capturing video data at Customer's Service Locations.
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(a) Customer is responsible for Internet connectivity at all Customer's Service Location(s) in order for Customer to utilize the MNE Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the MNE Service at such Service Location may be degraded or inoperable.

(b)

(c) Applicable to Spectrum MNE WiFi and MNE Camera: Spectrum will provide Customer with "Wireless Access Plan" with MNE Wireless and/or MNE Camera Services to identify recommended placement locations and coverage areas (based on square footage) consistent with quantity of devices ordered. As with any wireless service, actual coverage may vary from design and is limited based on varying factors such as but **not** limited to the number of devices deployed, distance from power source, structural impediments, and other interference factors. It is Customer's responsibly to purchase additional Managed Network Edge WiFi or Camera Services to augment coverage as may be needed.

3. MANAGED WIFI SERVICE: This section applies only if Customer purchases the Managed WiFi Service.

(a) Spectrum will provide Managed WiFi solution with wireless access points ("WAPs") deployed at the designated Service Location to enable designated users of the Customer's choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service or certain features, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion

(b) Internet Access. Spectrum may provide Managed WiFi Service to locations that use a centralized Internet access configuration where Spectrum will not be the primary Internet access provider if Customer purchases an Internet access Service for the sole purpose of providing Spectrum Enterprise out of bandwidth management ("OOB"). OOB service would only provide connectivity to the Managed WiFi Service equipment (switches and controllers).

(c) Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the WiFi questionnaire completed by the Parties. Managed WiFi Service may provide a separate SSID for employee Internet access if specified on the WiFi questionnaire. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer. In this scenario, network functions (Dynamic Host Configuration Protocol (DHCP) and Network Address Translation (NAT), for example) may be handled by Customer's LAN. Customer will need to train and engage Customer's staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

4. MANAGED ROUTER SERVICE: This section only applies if Customer purchases MRS.

(a) Spectrum will provide a managed router solution with a router deployed at the designated Service Location configured according to the Questionnaire. MRS or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. MRS is only available when connected via Spectrum FIA, Spectrum High Speed Internet Service, or Spectrum Ethernet services including in-network and Type II connections. A third party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(c) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the MRS, leaving the Manager Router connected only to non-Spectrum service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding MRS and Customer shall pay any applicable Termination Charges in accordance with the Terms of Service. In all cases, MRS cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

5. MANAGED SECURITY SERVICE: This section only applies if Customer purchases MSS.

(a) Spectrum will provide a managed firewall solution with a firewall deployed at the designated Service Location configured according to the Questionnaire. MSS or certain features, may not be available in all service areas and may change from time to time.

(b) Connectivity. MSS is only available when connected via Spectrum FIA or Spectrum High Speed Internet services including in-network and Type II connections. A third party connection can be used as a secondary connection where Spectrum is providing the primary connection.

(c) Standard and Advanced. MSS has two service levels with different features available. MSS Standard provides firewall functions such as port forwarding and NAT. MSS Advanced provides the features from MSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention system (IPS) and deep packet inspection. Only the features purchased shall be provided to Customer.

(d) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached MSS leaving MSS connected only to a non-Spectrum service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the MSS and Customer shall pay any applicable Termination Charges in accordance with the Terms of Service. In all cases, MSS cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

6. **VIRTUAL SECURITY SERVICE:** This section only applies if Customer purchases vSS

(a) vSS delivers firewall capabilities through a virtual firewall hosted in a Spectrum Data Center. The Data Center location is based on the geographic location of Customer site(s) and other considerations made at Spectrum's sole discretion.

(b) Connectivity. vSS is only available when connected via Spectrum Ethernet, Spectrum FIA, and/or SD-WAN Service(s) including in-network and Type II connections.

(c) Standard and Advanced. vSS has two service levels with different features available. vSS Standard provides firewall functions such as port forwarding, VPN support and NAT. vSS Advanced provides the features from vSS Standard plus additional features such as anti-virus/anti-malware, URL and web filtering, content filtering, intrusion prevention services (IPS) and deep packet inspection. Only the features purchased shall be provided to Customer.

(d) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the vSecurity Service then Customer shall be deemed to have terminated the corresponding vSS and Customer shall pay any applicable Termination Charges in accordance with the Terms of Service. In all cases, vSS cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

Attachment G

Wireless Internet Access Service

Spectrum Wireless Internet Access Service: Wireless Internet access service is a fixed-location data service, not a voice service that is implemented using 4G LTE Internet access technology ("WIA Service"). The network used to transmit the data services that support WIA Service is owned and operated by a licensed commercial mobile network operator(s) and not Spectrum (the "Third-Party Network"). WIA Service may not be available in all Spectrum service areas.

Spectrum offers two types of WIA Service: **Wireless Internet** and **Wireless Internet Backup**. Customer's use of Wireless Internet and/or Wireless Internet Backup Service is subject to the following additional terms and conditions:

1. **Wireless Internet:**

(a) **Plan Terms.** Wireless Internet is available in multiple service plans with either unlimited data usage per month or with a data allowance limit per month. For Wireless Internet ordered with unlimited data usage, Spectrum reserves the right to revise the wireless data rate of such service plan to 128Kbps when Customer has used 70GB of data within a single monthly billing cycle. At the start of the next billing cycle, the data usage and data speed will reset. For Wireless Internet ordered with a data allowance, once the data allowance is reached in a given monthly billing cycle, excess data charges may apply as outlined in Section 4 below.

(b) **Data Sharing; Excess Data Charges.** If Customer purchases more than one of the same Wireless Internet service plans (excluding unlimited plans), all such same service plans will participate within the same data pool ("Data Pool"). For example, if Customer purchases 3-1GB Wireless Internet service plans and 2-5GB Wireless Internet service plans, then Customer will have two separate Data Pools, a 1GB service plan Data Pool and a 5GB service plan Data Pool. The maximum Data Allowance for a Data Pool is calculated as the Wireless Internet service plan data allowance multiplied by the number of service plans. Any unused data in the maximum Data Allowance for a single service plan within the Data Pool is first applied to the overages for the service plan with the lowest overage need and then to the next lowest overage service plan until the maximum Data Allowance has been applied. If the total data usage is less than the maximum Data Allowance for the Data Pool, there is no excess usage charge. If, however, all of the service plans within the Data Pool collectively exceed the maximum Data Allowance, then Customer shall be subject to additional Service Charges with respect to the excess usage as stated on the applicable Service Order. Unused Data Allowance in a given billing cycle does not "roll over" to future billing cycles. Wireless Internet service unlimited service plans and Wireless Internet Backup services are not eligible for participation within a Data Pool.

2. **Wireless Internet Backup:** Wireless Internet Backup is a secondary Internet service and may have limited functionality during failover of the primary Internet service. Customer may only order Wireless Internet Backup with and for the same Order Term as a new or existing FIA Service (up to a maximum of 200 Mbps) provided by Spectrum, and not a third party provider, for the same Service Location, which service shall be cancelled if the FIA Service is terminated for any reason. The wireless data rate will not exceed 10 Mbps. Spectrum may terminate the Wireless Internet Backup Service if Spectrum determines, in its sole discretion, that: (a) Spectrum is unable to provide the Wireless Internet Backup at the requested Service Location; or (b) Customer is using the Wireless Internet Backup as a primary Internet service. Spectrum's termination of the Wireless Internet Backup Service shall have no effect on the FIA Service, which Service Order will remain in effect.

3. **WIA Billing and Data Usage.** The Service Charges will be billed in the amounts stated on the applicable Service Order. Spectrum invoices for monthly recurring Service Charges, plus applicable taxes, fees, and surcharges, in advance on a monthly basis. All usage-based charges will be invoiced monthly in arrears. Except as set forth below with respect to data sharing, if a Service Order for Wireless Internet sets forth a maximum "Data Allowance" (defined below), then Customer shall be subject to the additional Service Charges with respect to such excess usage that is stated on the applicable Service Order. "Data Allowance" means the aggregate number of gigabytes of data that may be sent and received using the Wireless Internet services in a single monthly billing cycle under the applicable Wireless Internet service plan, rounded up to the nearest gigabyte.

4. Service Quality. Spectrum selects the Third-Party Network from multiple network operators for each Service Location. Customer acknowledges that (i) WIA Service may be unavailable if the wireless device used in providing WIA Service is not in range of a transmission site; and (ii) there are many factors that may impact availability and quality of WIA Service, including without limitation, network capacity, signal strength, terrain, trees, placement of buildings, environmental conditions, the characteristics of the physical wireless device and any device to which it is attached, government regulations, maintenance, or other activities affecting service operations;

(iii) service interruptions may occur as a result of acts of third parties that damage or impair the Third-Party Network or in connection with modifications, upgrades, relocations, repairs or other similar activities conducted by the Third-Party Network operator; and (iv) data delays and omissions may occur. Spectrum does not guarantee any bandwidth specifications and actual Internet upload and download speed, also known as throughput rate, may vary. The Third-Party Network operators may also suspend services from time-to-time. Customer waives all rights and claims against Spectrum and the Third-Party Network operators related to, or the result of, the unavailability OR QUALITY of WIA SERVICE AND/OR the Third-Party Network.

5. Power Disruptions. The WIA Service equipment is electrically powered and will not work in a power outage. Spectrum may supply Customer with a battery backup for use in the event of a power outage in connection with the Wireless Internet Backup service. WIRELESS INTERNET ACCESS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, WIRELESS INTERNET ACCESS SERVICES WILL NOT WORK.

6. Acceptable Use Policy; Third Party Network Terms.

(a) Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP"), found at www.enterprise.spectrum.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP. The AUP shall apply even though the traffic is delivered over a Third-Party Network.

(b) Customer shall not resell the WIA Service, either alone or as part of a solution, to end users. Customer must also comply with the applicable service terms and conditions and acceptable use and other policies of the Third-Party Network operators ("Third-Party Terms") found at:

AT&T Internet of Things Wireless Communications Service Guide
http://serviceguidenew.att.com/sq_flashPlayerPage/M2M

Verizon ThingSpace Terms and Conditions
<https://thingspace.verizon.com/legal/terms-and-conditions/>

The Third-Party Terms may be amended, revised, or supplemented from time to time in the Third-Party Network operator's sole discretion. Customer is solely responsible to verify the applicable Third-Party Terms, including any changes to such Third-Party Terms.

(c) To the extent that the Third-Party Terms or any acceptable use policy are inconsistent with the Spectrum Terms of Service or AUP, the Spectrum Terms of Service and AUP shall control.

7. Security; Use Restrictions. Customer shall take commercially reasonable security measures when using the WIA Service, and Customer assumes sole responsibility for use of the WIA Service and for access to and use of Customer Equipment used in connection with the WIA Service. If Customer Equipment is lost or stolen, Customer shall immediately notify Spectrum in writing so that Spectrum can suspend the WIA Service with respect to such Customer Equipment in order to prevent unauthorized use of the WIA Service. Until Spectrum receives Customer's notification, in a manner directed by Spectrum, of lost or stolen Customer Equipment, Spectrum is entitled to assume that any use of the WIA Service in connection with such device is authorized by Customer and Customer shall be responsible for any such use and associated charges. Customer shall not use WIA Services for any remote medical monitoring or any other activity that is subject to the Health Insurance Portability and Accountability Act. Due to regulatory requirements, Customer must obtain Spectrum's approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate WIA Services.

8. Termination.

(a) If Customer cancels a WIA Service, in addition to any applicable Termination Charges, Customer shall pay all Service Charges for the WIA Service through the end of the monthly billing period during which the WIA Service was cancelled, including charges for exceeding any data usage limitations that applied to a WIA Service plan, and applicable taxes and fees.

(b) When a line of service is terminated, Customer shall ensure that the Equipment that was activated on that line ("Terminated Equipment") does not register or attempt to register after such termination on the Third-Party Network on which the WIA Service had been provided.

Spectrum shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or the Third-Party Network operator's then-current preferred roaming list designed to disable Terminated Equipment to prevent attempts to contact the Third-Party Network.

(c) Spectrum may terminate WIA Service immediately upon notice to Customer if Spectrum is no longer permitted by the Third-Party Network operator to provide WIA Service to its customers for any reason.

NO THIRD-PARTY LIABILITY. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE THIRD-PARTY NETWORK OPERATORS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SPECTRUM OR ITS LICENSORS AND THE THIRD-PARTY NETWORK OPERATORS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT : (A) THE THIRD-PARTY NETWORK OPERATORS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR; (B) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, (C) THE SERVICE IS A FIXED-LOCATION DATA SERVICE, NOT A VOICE SERVICE, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED, AND (D) THE THIRD-PARTY NETWORK OPERATORS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: APPROVAL OF 2022-2023 SAFE SCHOOL PLANS

ACTION

ISSUE: Shall the Board review and approve the 2022-2023 Safe School Plan for each District school as required by Education Code 35294.2?

BACKGROUND: The Oak Park Unified School District must annually review and update its Safe School Plans in order to remain in compliance with EC 35294.2. This year each of the District's schools have updated its plan, based on a revised template developed and provided by the Director of Student Support and School Safety in collaboration with the District's Risk Management to include the required information. These updates include staff responsibilities, and procedures to be followed by students and staff in the event of disaster or emergency. EC 35294.2 requires that the revised plans be approved by the Board of Education and be made available for public display each school year, the plans have been reviewed by the school administrator responsible for updating the plan and reviewed by their respective School Site Council, who has reviewed, updated, and signed off on each plan. The final plans are attached.

FISCAL IMPACT: None; approval of the 2022-2023 Safe School Plans satisfies the statutory requirements of Education Code 35294.2.

BOARD POLICY: Pursuant to Board Policy 0450 - The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288) The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

GOAL: In support of OPUSD Goals 2. Continue ongoing safety and security focus.

ALTERNATIVES: 1. Approve the 2022-2023 Safe School Plans as presented.
2. Do not approve the Safe School Plans.

RECOMMENDATION: Alternative #1

Prepared by: Brad Benioff, Director of Student Support and School Safety

Respectfully submitted,

Jeff Davis Ed.D.,
Superintendent

BOARD MEETING, FEBRUARY 28, 2023

Approve the 2022-2023 Safe School Plans

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____



COMPREHENSIVE SCHOOL SAFETY PLAN

2022-2023

In compliance with

California Ed Code §§ 32280 - 32289

1010 Kanan Road, Oak Park, CA 91377

The Oak Park Unified School District (OPUSD) Comprehensive School Safety Plan per California Education Code Section 32281 is developed by a School Site Council (SSC) or a Safety Planning Committee. The Committees are made up of principal/designee, teacher, parent of a child who attends the school, classified employee, others. The plan shall be updated annually as required by EC Section 32281. The plan is to be approved by SSC and OPUSD Superintendent or designee.

Date Plan approved by site SSC - January 25, 2023

Date submitted to OPUSD District Office - February 10, 2023

Date Reviewed by Superintendent or Designee – February 24, 2023

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1. Introduction - Comprehensive School Safety Plan

California *Education Code* Sections 32280-32289 require each school site to annually review and update its school safety plan, which must be developed and written by a School Site Council (SSC) or its designated Safety Planning Committee in collaboration with teachers, classified staff, parents, law enforcement/first responders to ensure they are up-to-date and complete. Plans must be communicated to the public at a public meeting at the school site.

School Safety Plans must include:

1. Assessment of the current status of school crime committed on campus and at school-related functions.
2. An identification of appropriate strategies and programs that provide/maintain a high level of school safety.
3. Child abuse reporting
4. Suspension and expulsion policies and notification of teachers
5. Policies prohibiting discrimination, harassment, intimidation, and bullying
6. School dress code
7. The safe ingress and egress of students and visitor access to campus
8. Ensuring a safe and orderly school learning environment
9. School discipline procedures
10. Anti-Bullying training resources
11. Guidelines for Roles and responsibilities of counselors, mental health, school resource officers, police officers.
12. Disaster preparedness and earthquake emergency procedures: These are included in each school's Emergency Operations Plans (EOP) which is a separate document. The EOP will include procedures for tactical responses related to individuals with guns/active shooters on school campuses or events.
13. Procedures to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during an emergency.

Implementation and Review Timeline

Emergency Drills – Monthly, alternating between the following:

Earthquake drop procedure drill

Disaster/Earthquake evacuation drill (1x year)

Lockdown drill

Fire drill

August / September

- Meet with teachers regarding unique student needs
- Train all staff and students on lock down procedures
- Review discipline and sexual harassment mandated reporting policies and procedure with staff
- Review school rules with students
- Review school rules, discipline and schedules with Campus Supervisors
- Discuss unique student needs with Campus Supervisors
- Inform parents about safety procedures including drop-off, pick-up, and visitor procedures
- Inform parents about emergency drills and procedures
- Conduct monthly emergency drills

October

- Conduct “Great California Shakeout” Disaster Drill
- Parent/Teacher Conferences

November-December

- Conduct monthly emergency drills

January-March

- Present Comprehensive School Safety Plan for approval to the School Site Council
- Conduct monthly emergency drills

April- June

- Review School Handbook with Leadership Team and School Site Council
- Conduct monthly emergency drills

2. Assessment of School Crime

CRIME REPORT TO INCLUDE:

1. Attendance rate 9.3% Chronic absenteeism [CA School Dashboard 2022 data](#)
2. Suspension Rate 0% Expulsion 0% [CA School Dashboard 2022 data](#)

OPUSD reports all crime to the East Valley Sheriff Department and utilizes the local patrol officers. School district personnel are also notified of any incidents where the police have been called to the school.

3. Appropriate Programs and Strategies that Provide School Safety

Report-It link of webpage to allow for anonymous reporting or safety-related issues to school administration.

Suspected Bullying Report on counseling webpage to allow and encourage reporting of incidents of suspected bullying.

Go Guardian online monitoring system alerts school administration when inappropriate, violent, explicit, or self-harm related content is detected on student devices.

4. Child Abuse Reporting Procedures

According to legislation AB1432, all school staff have received annual training on the Mandated Reporting laws for school employees. All school staff members are considered “Mandated Reporters”.

A Mandated Reporter shall make a report whenever, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child who the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect (Penal Code 11166(a)).

Oak Park Unified School District mandated reporters shall report suspected child abuse or neglect to:

Child Protective Services – 24 hour hotline
Ventura County (805) 654-3200 or 1-800-754-7600
L.A. County (800) 540 - 4000
Or Call East Valley Sheriffs Department (805) 494-8200

Mandated reporters must then follow up with a written report *Suspected Child Abuse Report SCAR form 8572* which must be faxed or mailed to Child & Family Services **within 36 hours**:

Child & Family Services
4651 Telephone Road, Suite 300
Ventura, CA 93003

Send a copy of the report to OPUSD Director of Student Support and School Safety marked “Confidential”.

4a. Suspected Child Abuse Report Form SCAR



STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
Page 1 of 2

SUSPECTED CHILD ABUSE REPORT (Pursuant to Penal Code section 11166)

[Print Form](#)

[Clear Form](#)

To Be Completed by Mandated Child Abuse Reporters
PLEASE PRINT OR TYPE

CASE NAME: _____

CASE NUMBER: _____

A. REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE		MANDATED REPORTER CATEGORY				
	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS Street City Zip				DID MANDATED REPORTER WITNESS THE INCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO				
	REPORTER'S TELEPHONE (DAYTIME)		SIGNATURE		TODAY'S DATE				
B. REPORT NOTIFICATION	<input type="checkbox"/> LAW ENFORCEMENT <input type="checkbox"/> COUNTY PROBATION		AGENCY						
	<input type="checkbox"/> COUNTY WELFARE / CPS (Child Protective Services)								
	ADDRESS Street City Zip				DATE/TIME OF PHONE CALL				
C. VICTIM One report per victim	OFFICIAL CONTACTED - NAME AND TITLE				TELEPHONE				
	NAME (LAST, FIRST, MIDDLE)				BIRTHDATE OR APPROX. AGE	SEX ETHNICITY			
	ADDRESS Street City Zip				TELEPHONE				
	PRESENT LOCATION OF VICTIM		SCHOOL		CLASS	GRADE			
	PHYSICALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		DEVELOPMENTALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		OTHER DISABILITY (SPECIFY)				
	PRIMARY LANGUAGE SPOKEN IN HOME								
	IN FOSTER CARE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: <input type="checkbox"/> DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> FAMILY FRIEND <input type="checkbox"/> GROUP HOME OR INSTITUTION <input type="checkbox"/> RELATIVE'S HOME		TYPE OF ABUSE (CHECK ONE OR MORE): <input type="checkbox"/> PHYSICAL <input type="checkbox"/> MENTAL <input type="checkbox"/> SEXUAL <input type="checkbox"/> NEGLECT <input type="checkbox"/> OTHER (SPECIFY)				
	RELATIONSHIP TO SUSPECT		PHOTOS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK				
D. INVOLVED PARTIES	VICTIM'S SIBLINGS								
	NAME		BIRTHDATE	SEX	ETHNICITY	NAME	BIRTHDATE	SEX	ETHNICITY
	1. _____					3. _____			
	2. _____					4. _____			
	VICTIM'S PARENTS/GUARDIANS								
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY				
	ADDRESS Street City Zip		HOME PHONE		BUSINESS PHONE				
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY				
ADDRESS Street City Zip		HOME PHONE		BUSINESS PHONE					
SUSPECT	SUSPECT'S NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY				
	ADDRESS Street City Zip		TELEPHONE						
	OTHER RELEVANT INFORMATION								
E. INCIDENT INFORMATION	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX <input type="checkbox"/> IF MULTIPLE VICTIMS, INDICATE NUMBER: _____								
	DATE/TIME OF INCIDENT		PLACE OF INCIDENT						
	NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incident's involving the victim(s) or suspect)								

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code section 11169 to submit to DOJ a Child Abuse or Severe Neglect Indexing Form BCIA 8583 if (1) an active investigation was conducted and (2) the incident was determined to be substantiated.

4b. SCAR Form Instructions



STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
Page 2 of 2

SUSPECTED CHILD ABUSE REPORT (Pursuant to Penal Code section 11166)

DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM BCIA 8572

All Penal Code (PC) references are located in Article 2.5 of the California PC. This article is known as the Child Abuse and Neglect Reporting Act (CANRA). The provisions of CANRA may be viewed at: <http://leginfo.ca.gov/faces/codes.xhtml> (specify "Penal Code" and search for sections 11164-11174.3). A mandated reporter must complete and submit form BCIA 8572 even if some of the requested information is not known. (PC section 11167(a).)

I. MANDATED CHILD ABUSE REPORTERS

Mandated child abuse reporters include all those individuals and entities listed in PC section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE ("DESIGNATED AGENCIES")

Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), the county probation department (if designated by the county to receive mandated reports), or the county welfare department. (PC section 11165.9.)

III. REPORTING RESPONSIBILITIES

Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected incident of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof *within 36 hours* of receiving the information concerning the incident. (PC section 11166(a).)

No mandated reporter who reports a suspected incident of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA. Any other person reporting a known or suspected incident of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by CANRA unless it can be proven the report was false and the person knew it was false or made the report with reckless disregard of its truth or falsity. (PC section 11172(a).)

IV. INSTRUCTIONS

SECTION A – REPORTING PARTY: Enter the mandated reporter's name, title, category (from PC section 11165.7), business/agency name and address, daytime telephone number, and today's date. Check yes/no whether the mandated reporter witnessed the incident. The signature area is for either the mandated reporter or, if the report is telephoned in by the mandated reporter, the person taking the telephoned report.

IV. INSTRUCTIONS (continued)

SECTION B – REPORT NOTIFICATION: Complete the name and address of the designated agency notified, the date/time of the phone call, and the name, title, and telephone number of the official contacted.

SECTION C – VICTIM (One Report per Victim): Enter the victim's name, birthdate or approximate age, sex, ethnicity, address, telephone number, present location, and, where applicable, enter the school, class (indicate the teacher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes/no box to indicate whether the victim may have a developmental disability or physical disability and specify any other apparent disability. Check the appropriate yes/no box to indicate whether the victim is in foster care, and check the appropriate box to indicate the type of care if the victim was in out-of-home care. Check the appropriate box to indicate the type of abuse. List the victim's relationship to the suspect. Check the appropriate yes/no box to indicate whether photos of the injuries were taken. Check the appropriate box to indicate whether the incident resulted in the victim's death.

SECTION D – INVOLVED PARTIES: Enter the requested information for Victim's Siblings, Victim's Parents/Guardians, and Suspect. Attach extra sheet(s) if needed (provide the requested information for each individual on the attached sheet(s)).

SECTION E – INCIDENT INFORMATION: If multiple victims, indicate the number and submit a form for each victim. Enter date/time and place of the incident. Provide a narrative of the incident. Attach extra sheet(s) if needed.

V. DISTRIBUTION

Reporting Party: After completing form BCIA 8572, retain a copy for your records and submit copies to the designated agency.

Designated Agency: *Within 36 hours* of receipt of form BCIA 8572, the initial designated agency will send a copy of the completed form to the district attorney and any additional designated agencies in compliance with PC sections 11166(j) and 11166(k).

ETHNICITY CODES

1 Alaskan Native	6 Caribbean	11 Guamanian	16 Korean	22 Polynesian	27 White-Armenian
2 American Indian	7 Central American	12 Hawaiian	17 Laotian	23 Samoan	28 White-Central American
3 Asian Indian	8 Chinese	13 Hispanic	18 Mexican	24 South American	29 White-European
4 Black	9 Ethiopian	14 Hmong	19 Other Asian	25 Vietnamese	30 White-Middle Eastern
5 Cambodian	10 Filipino	15 Japanese	21 Other Pacific Islander	26 White	31 White-Romanian

5. Suspension and Expulsion Board Policies

Suspension and Expulsion/Due Process

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-8 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and

administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

[AR5144.1 Suspension And Expulsion_Due Process](#)

5a. Expulsion Guidelines

Must Recommend Expulsion (Mandatory Expulsion)	Must Recommend Expulsion (Expulsion Discretionary)	May Recommend Expulsion (Expulsion Discretionary)
<p>Act must be committed at school or school activity. EC section 48915(c)</p> <ol style="list-style-type: none"> 1. Firearm <ol style="list-style-type: none"> a. Possessing firearm when a district employee verified firearm possession and when student did not have permission from a certificated employee which is concurred with by the principal or designee. b. Selling or otherwise furnishing a firearm. 2. Brandishing a knife at another person. 3. Unlawfully selling a controlled substance listed in Health & Safety Code Section 11053 et. seq. 4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of EC 48900 or committing sexual battery as defined in subdivision (n) of 48900. 5. Possession of an explosive 	<p>Act must be committed at school or school activity. EC Section 48915(a) states that an administrator shall recommend expulsion for the following violations [except for subsections (c) and (e)] unless the administrator finds that expulsion is inappropriate due to a particular circumstance.</p> <ol style="list-style-type: none"> 1. Causing serious physical injury to another person, except in self-defense. EC Section 48915 (a)(1). 2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil. EC Section 48915(a)(2). 3. Possession and/or use of any substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for possession of not more than one avoirdupois ounce of marijuana other than concentrated cannabis. 4. Robbery or extortion. EC Section 48915(a)(4). 5. Assault or battery, or threat of, on a school employee. <p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> 1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. 2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)]. 	<p>Acts committed at school or school activity or on the way to and from school or school activity. EC 48900</p> <ol style="list-style-type: none"> a1. Caused, attempted to cause, or threatened to cause physical injury <ol style="list-style-type: none"> 2 Willfully used force or violence upon the person of another, except in self-defense b Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object c Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of a controlled substance d Unlawfully offered, arranged, or negotiated to sell a controlled substance e Committed or attempted to commit a robbery or extortion f Caused or attempted to cause damage to school or private property g Stole or attempted to steal school property or private property h Possessed or used tobacco, or products containing tobacco I Committed an obscene act or engaged in habitual profanity or vulgarity J Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia * k Disrupted school activities (*cannot suspend students grade 3 & below for “k” - cannot expel student in any grade level for “k”) l Knowingly received stolen school property or private property m Possessed an imitation firearm n Committed or attempted to commit a sexual assault <ol style="list-style-type: none"> o Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding p Unlawfully offered, arranged, negotiated to sell or sold the prescription drug Soma q Engaged in, or attempted to engage in hazing

		<p>r Engaged in an act of bullying t A Pupil who aids or abets the infliction or attempted infliction of physical injury to another person</p> <p>48900.2 Pupil has committed sexual harassment 48900.3 Pupil caused, attempted to cause, threatened to cause or participated in an act of hate violence 48900.4 Pupil has intentionally engaged in harassment, threats, or intimidation directed against school personnel or pupil that is sufficiently severe or pervasive to have the actual and reasonably anticipated effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or pupils by creating an intimidating or hostile environment 48900.7 Pupil has made terroristic threats against school officials or school property, or both</p> <p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> 1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. 2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)]
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5b. Notification of Teachers

Board Policy 4112.9, 4212.9, 4312.9 (a)

Employee Notifications

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

[E 4112.9 4219.9 4319.9 Employee Notifications](#)

6. Nondiscrimination and Harassment Policies

6a. Sexual Harassment Policy

[Board Policy 4119.11, 4219.11, 4319.11](#)

Sexual Harassment

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.

Definitions

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, 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 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.

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
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

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

Training

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 newly hired employees and employees promoted 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)

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 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 concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
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
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged 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 regulations, which they shall read and acknowledge that they have received.

12. 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)

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 the school year or whenever a new employee is hired (Education Code 231.5)
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 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.

Assistant Superintendent Human Resources
5801 Conifer Dr.
Oak Park, CA 91377
818-735-3207

6b. Bullying Board Policy

[Board Policy 5131.2](#)

[Online Bullying Prevention Training Programs can be accessed on the CDE bullying Publication and Resources web page at: <https://www.cde.ca.gov/ls/ss/se/bullyres.asp>](#)

Bullying

The Governing Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee

shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in

accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

6c. Hate Motivated Behavior Board Policy

[Board Policy 5145.9](#)

Hate-Motivated Behavior

The Governing Board is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, or any other type of behavior that is motivated by hate.

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real 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 any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents in a timely manner when they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote an environment where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on the development of effective prevention strategies and response plans, provision of assistance to students affected by hate-motivated behavior, and/or education of students who have perpetrated hate-motivated acts.

The district shall provide students with age-appropriate instruction that:

1. Includes the development of social-emotional learning
2. Promotes an understanding, awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society
3. Explains the harm and dangers of explicit and implicit biases
4. Discourages discriminatory attitudes and practices
5. Provides strategies to manage conflicts constructively

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

The Superintendent or designee shall provide staff with training that:

1. Promotes an understanding of diversity, equity, and inclusion
2. Discourages the development of discriminatory attitudes and practices
3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods
4. Supports the prevention, recognition, and response to hate-motivated behavior
5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
6. Includes effective enforcement of rules for appropriate student conduct

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident shall be provided to students, staff, and parents/guardians.

This policy shall be posted in a prominent location on the district's website in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

Complaints

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, the staff member shall also contact law enforcement.

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is encouraged to report the incident to a teacher, the principal, the district's compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures or other applicable procedure. If during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

7. School-wide Dress Code

Dress Code (2022-2023 Oak Hills School Handbook)

Student attire and grooming must permit the student to participate in learning without posing a risk to the health or safety of any student or school district personnel. The responsibility for the dress and grooming of a student rests primarily with the student and their parents or guardians. Parents or guardians are responsible for ensuring student compliance with the school dress code. Students are responsible for complying with the dress code during school hours and school activities. It is important that each student comes to school dressed appropriately for all outdoor physical activities.

- Students must wear clothing that includes both a shirt with pants or skirt, or the equivalent (for example dresses, shorts, or leggings) and shoes appropriate for physical movement and physical education classes.

- No flip flops, open toe, open heel, or heeled shoes over one inch. Comfortable and flexible street shoes or tennis shoes are suggested.
- Clothing must cover the chest, back, buttocks, and torso.
- Clothing must opaquely cover private parts and any undergarments at all times (see-through clothing, mesh, or transparent materials do not meet this requirement).
- Tops or shirts must have the minimum of a strap over each shoulder that keeps the top in place to meet the above requirements.
- Clothing may not depict, advertise or advocate the use of firearms, alcohol, tobacco, marijuana or other controlled substances.
- Clothing may not use or depict hate speech targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation or any other protected classification.
- Students may not wear clothing and accessories that feature offensive images or language including profanity, pornography, vulgarities, or defamatory language as determined by the school principal or their administrative designee.
- Students are encouraged to wear hats and visors outdoors to provide sun protection. Hats or visors may not be worn indoors, with the exception of religious, ethnic, or culturally specific head coverings.
- Dangling earrings or elaborate jewelry are not permitted due to safety concerns during physical activity and play.

If a student requires support from school staff in abiding by dress code requirements, this support shall be provided in the least restrictive and disruptive manner possible. Administration and enforcement of the dress code will be gender neutral. In the case that a student is unable to abide by the dress code policy, school provided garments may be loaned to the student until the parent or guardian is able to provide appropriate clothing.

[BP 5132 Dress And Grooming](#)

8. Safe Ingress and Egress Procedures

8a. Safe routes to school (pedestrian, vehicle, bicycle, traffic safety)

School and district staff are dedicated to ensuring the safety of students, staff and parents/guardians going to and from school.

Designated emergency exit routes are defined in the Emergency Operations Plan. In case an accident, fire, earthquake or other emergency affects our regular evacuation routes, school staff is responsible for directing students to a safe, alternative exit route. Students must remain on campus, under staff supervision. In case of emergency, students must be retained until they can be released to either a parent or an authorized emergency contact.

Emergency scenarios that students need to be prepared for:

- Walking to school: Students should continue walking to school.
- Walking home: Students should continue walking home
- In the neighborhood: Students should return home or go to a pre-designated alternate home.
- Waiting for a bus: Students should return home or go to a pre-designated alternate home.

- On a school bus on the way to a field trip: The driver will return to the school when it is safe.
- During a field trip: The teacher will find safe shelter at that location until it is safe to return to the school.
- On a school bus returning to school from a field trip: the driver will continue to school when it is safe to do so.

Arrival & Dismissal / Traffic and Parking Lot Procedures (2022-2023 Oak Hills School Handbook)

The following guidelines are designed to ensure everyone's safety and may cause some minor inconveniences. Nevertheless, parents are expected to model good, safe practices and expect their students to do the same. With that in mind, please drive very slowly and carefully, be patient and courteous toward others, and respectfully follow all directions from staff members. Do not use your cell phone while driving, especially in our parking lot. We strongly encourage those students within walking or bicycling distance to please utilize those options. This benefits our environment, mitigates traffic, as well as promotes the physical fitness of students. Carpooling is also strongly encouraged. Please do not keep your engine running while waiting, as this creates unhealthy air quality for our children.

There are three areas designated for pick-up and drop-off at Oak Hills:

The Loop – Located in the staff parking lot by the flagpole. When using this area, please pull all the way forward before picking up or dropping off. Do not drop off anywhere except in the marked drop off zone. Do not park and get out of your car in this area. UNATTENDED VEHICLES WILL BE TICKETED AND TOWED. If children are not here for pick-up, the driver must either circle again using the “thru traffic lane” or park on the street.

Staircase on Churchwood – There is a white zone at the top of the stairs for drop off only. Do not double park. These stairs lead directly down to the playground.

Valley View Park – The park has a parking lot. There is also ample parking along Los Arcos Dr. This is a good drop-off area as children can walk a short distance directly to our playground.

The parking lot is for staff parking only. There is no parent or visitor parking in the lot at any time.

Walking and Bicycling to School:

Children who walk to school must walk on the sidewalk and only use marked crosswalks to cross any streets.

The following rules will be enforced regarding riding bicycles, scooters, skateboards, roller skates and blades:

- Only students in grades 4 – 5 may ride bicycles to school. Students who do not follow these rules may be forbidden from riding to or from school.
- Students **may not** ride skates, blades, scooters, Razors, skateboards or any motorized equipment to school. These items may not be ridden on the campus at any time. This includes before and after school, weekends, holidays and vacations.

- Students riding a bicycle must wear a helmet. It must meet national standards and be worn and fastened correctly. It is the parent/guardian's responsibility to ensure this. If a student is caught riding a bicycle to school without a helmet, parents will be called to bring the appropriate helmet and/or retrieve the bicycle at dismissal time. The student will not be allowed to leave campus without the proper helmet.
- Bicycles must be walked once the student enters the campus and should be secured in the bike racks.
- Bicycles must use the designated bike lanes when available. Students must walk their bikes across streets at designated crosswalks.
- Bicycles are required to follow all traffic rules that affect motor vehicles including all road signs. Ride in the same direction as traffic.
- Bicycles may only have one rider unless manufactured as a tandem bicycle.
- Bikes must be ridden responsibly and in a controlled and safe manner at all times. Keep hands on the handlebars. It is the parent/guardian obligation and responsibility to ensure that their student is mature and reliable enough to handle the charge of riding their bike to school

Maps showing traffic pattern for carpool drop-off and pick-up, and gates for walk-in drop-off and pick-up:





8b. Visitor Access to School Campus

Volunteers / Visitors (2022-2023 Oak Hills School Handbook)

Volunteers must check in at the office, present their driver's license or other valid ID, and print out a temporary visitor's badge. This badge is to be worn where it can be easily seen. When leaving, volunteers must sign out. This is for the safety of students and volunteers in the event of an emergency.

Perimeter gates are secured when school is in session unless staff is present to monitor access to campus.

Campus Supervisors are present whenever students are on the playground, and patrol the campus at other times to prevent unauthorized access.

9. Ensuring a Safe and Orderly Environment

Program and Practices promoting a safe and orderly environment conducive to learning (2022-2023 Oak Hills School Handbook)

Animals on Campus/Playground

Dogs and other animals are not allowed on campus except under certain circumstances. Animals may be brought to school for educational purposes subject to rules and precautions related to health, safety and sanitation. (Refer to [BP 6163.2](#) and [AR 6163.2](#)) The school recognizes that animals can be an effective teaching aid. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes humane treatment of living creatures. Teachers and the responsible adult

owner shall ensure that these rules are observed so as to protect both the animal and the students. Dogs that may pose a danger to others may not be brought on campus.

Playground Supervision

The main playground and Kindergarten yard are open and supervised after 7:45 a.m. in the morning. There is no supervision at the upper park at this time. Only children on the campus playground will be supervised. There is no supervision after school for students not enrolled in an after-school program. **FOR THE SAFETY OF YOUR STUDENTS, CHILDREN ARE NOT TO BE ON CAMPUS BEFORE 7:45 A.M. AND MUST BE PICKED UP PROMPTLY AT DISMISSAL.** Under no circumstances are students to be allowed to play unattended on the playground or park while waiting to be picked up.

Playground Rules

The school playground is a place for recreation, enjoyment, and learning. To ensure this, the following rules are in place:

All games are open. This means that all students may participate in any game at any time. No one may be excluded from any game.

Deliberate interference with games is not permitted.

Every game has rules. Many of these rules will be taught to the students as part of the Physical Education program or by Playground Supervisors and may not be changed by the students.

In the event of a disagreement over a game, students playing in the game may vote as a way to resolve the matter and allow the game to continue. When voting, students are to use their best judgment based on what they observed. Students may also resolve such disagreements by a quick game of rock-paper-scissors.

Food and snacks may be eaten in the lunch area only. Only water is allowed on the playground.

Games involving tackling, wrestling, pushing, etc. are not permitted. Free falls off the bars and flips are not permitted.

Students may not throw sand, dirt or other objects at others.

Balls, except soccer balls, are not to be kicked. Balls are not to be bounced against classroom walls, including portables.

Students must use bathrooms designated for their grade levels only. Students may NOT use the bathrooms at the park at any time.

Students may not wander in the classroom areas, library, computer lab, office, front of school, or corridors without a pass from the teacher. Students are not to be in a classroom or school area unattended by a school official. Students must get permission from the playground staff before heading to the office. Students are not permitted in the parking lot or off campus during the school day.

There shall be no climbing or pulling at trees or foliage. All wildlife is to be respected and honored at all times.

Students may not bring toys to school except for specific items with the permission of the teacher. This includes collector items, cards, electronic games, etc. Students may bring their own balls as long as they are clearly labeled with the student's name. These items are to be shared in the same way as school-owned equipment. Any items brought from home are brought at the student's own risk.

In absolutely all cases the Playground Supervisors are to be respected and obeyed. Students who disobey or are disrespectful will face disciplinary action.

9a. Site Discipline Procedures

Student Behavior and Discipline Procedures (2022-2023 Oak Hills School Handbook)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

The Oak Park Unified School District supports a "Progressive Discipline Policy" and associated practice because this approach provides a logical, escalating sequence to consequences while informing students and parents at the earliest level where rehabilitation might be employed. An exception for implementing progressive discipline will be for more serious offenses, which require immediate suspension and mandatory expulsion by law. ([BP 5144](#))

At Oak Hills, the goal of all discipline procedures is to teach students to make positive choices regarding their behavior and actions, and to assist parents in their role of providing guidance to their children. Therefore, the following procedures will be implemented regarding violations of school and classroom rules:

- Students will usually be warned regarding the violation of a rule on the first offense. Warnings may not be given regarding serious offenses, such as theft, destruction of property, defiance, fighting, or other dangerous behavior. Consequences may immediately result from serious offenses.
- After a warning, the appropriate adult will issue a consequence that fits the offense, such as a time-out or benching during lunch or recess. Parents are not normally notified unless this occurs frequently.
- If the offense is serious or if the same offense has occurred repeatedly, the student may be referred to the principal. The student will be given the opportunity to offer an explanation. The principal will investigate, weigh the facts, make a judgment on the matter and assign consequences. Consequences may include but are not limited to after school detention, loss of recess, loss of privileges, in school detention, and out of school suspension. In all serious offenses the parents will be notified of the incident.
- In situations that involve fighting, all students who participate may receive consequences no matter who started the altercation. Students should not be advised by adults to fight to defend

themselves. Problem solving and conflict resolution should be the goal. No form of fighting will be tolerated at Oak Hills for any reason.

Suspension/Expulsion:

Teachers may suspend a child from their class for a period of one day in the school office. The principal or designee may suspend a child for up to five consecutive days either in school or at home. In all situations regarding a suspension, the parents will be required to attend a conference to discuss the situation and to review papers that will be placed in the child's cumulative record. The district policy has been established regarding all suspension that includes due process. ([BP 5144.1](#)) Please note the following:

- Corporal Punishment shall not be inflicted on any student at any time. An amount of force that is reasonable and necessary for a school official to quell a disturbance threatening injury to persons or damage to property, for self-defense or to obtain possession of weapons or dangerous objects shall not be considered corporal punishment.
- Students may be recommended to the governing board for expulsion from school for the continuation of offenses. Students may be recommended for expulsion on the first offense for possession of weapons or replicas of weapons or narcotics or any controlled substance.

Academic Honesty

Academic honesty is required at all times to ensure student success. Academic dishonesty, including cheating and plagiarism, is considered a violation of school policy and will result in disciplinary consequences including receiving no credit for the assignment, project or test. Examples of academic dishonesty include:

- Copying any homework or class assignment from another source (plagiarizing), or allowing another student to copy one's own work
- Willfully falsifying data and presenting it as one's own research or work
- Passing notes during a test, looking at notes during a test, attempting to look at another student's test, or allowing another student to see one's own test
- Talking or otherwise communicating with others during a test

Respecting and Celebrating Diversity

Respect for all racial and ethnic groups is required at all times. Students will not make remarks, slurs, innuendoes, jokes, etc. related to a person's disability, gender, gender identity, gender expression, nationality, immigration status, race or ethnicity, religion, sexual orientation, or any other characteristic. These remarks made in general or directed toward another child, adult, or family will not be tolerated. Students who make such remarks are subject to suspension or other consequences.

Discrimination & Harassment

Oak Hills Elementary School is committed to providing a safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's

hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic.

Oak Hills Elementary School does not tolerate any type of harassment, speech, violence, or acts that cause a hostile environment. As such, consequences and/or disciplinary means are instituted for any such behavior. Importantly, school staff prioritizes the protection and healing of the targets of any act of harassment, hate, bullying, hostility or violence. Administrators, teachers, and school counselors, among others, are responsible for providing a safe place to learn for each and every student and provide a system of support to those who are targets of any act of harassment, bullying, violence, or hostility.

Sexual Harassment

Any student who engages in sexual harassment may be subject to disciplinary action, up to and including expulsion. Any student who feels that they are being harassed should immediately contact the principal. Each complaint of sexual harassment shall be promptly investigated in a way that respects the privacy of all parties concerned. Sexual harassment at the elementary school level may include:

- Sexual slurs, threats, verbal abuse, derogatory comments or sexually degrading descriptions
- Graphic verbal comments about an individual's body, overly personal conversation, and/or inappropriate touching
- Sexual jokes, stories, drawings, pictures or gestures
- Spreading sexual rumors
- Displaying sexually suggestive objects

Bullying Behavior

Oak Hills is a place where students care for the wellbeing of one another. Bullying behavior will not be tolerated.

Education Code section 48900(r) defines bullying as: Any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
- (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- (C) Causing a reasonable pupil to experience substantial interference with their academic performance.
- (D) Causing a reasonable pupil to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by a school.

It is of utmost importance that all students feel safe, accepted, and welcome at our schools. There are many interactions that take place between students and we strive to create a school culture in which the vast majority of these interactions are positive for the individuals involved. Monthly character development topics, in-classroom counseling lessons, whole school events, and targeted character development curriculums are a few of the elements of our positive school culture instruction.

Cases of suspected bullying or targeted aggression should be reported to adults at the school site as soon as possible so that steps can be taken to stop this behavior. School personnel will work closely with students and parents to solve problems and develop plans so that both victims and aggressors get the help they need to feel safe and comfortable at our schools. Additionally, suspected bullying or targeted aggression can be reported via our online Suspected Bullying/Aggression Report form, available on our Elementary

Counseling website. We define bullying as aggression which is hurtful (either physically, verbally, or relationally); demonstrates an unequal power differential between the aggressor and the target; and is repeated over time.

Interactions reported through our Suspected Bullying/Aggression Report form will be investigated in the following manner and you will receive communication throughout the process as well as information at the conclusion of our investigation.

1. District office, school principal, and applicable staff or outside agencies will be informed of your concern.
2. Alleged aggressor's parents will be informed of the complaint.
3. Both students will be interviewed.
4. Both target(s) and aggressor(s) will speak with the counselor for support and assessment.
5. Teachers and any other involved staff (playground supervisors, etc.) may be interviewed.
6. Student witnesses may be interviewed.
7. Observations will take place during the school day.
8. A safety plan will be initiated when warranted.
9. A final determination of findings will be made and communicated to the reporting parent, the parents of the alleged aggressor, and the district office.

Controlled Substances

Any student who is in possession or under the influence of any controlled substance, or look-alike substance, including tobacco, alcohol, and illegal drugs, or misusing legal prescription or non-prescription drugs, will be suspended from school and may be expelled from all schools in the Oak Park Unified School District.

Oak Hills Elementary School and the entire Oak Park Unified School District is a "Smoke Free Zone." Board Policy strictly prohibits use of any tobacco product by anyone on the grounds or buildings at any time. This also includes field trips with students off campus. (This includes vaping and the use of e-cigarettes.) ([BP3513.3 Tobacco-Free Schools](#))

Weapons

The Oak Park Unified School District prohibits the possession of any type of weapons on campus. Any student who is found to be in possession of a weapon including but not limited to, any knife or any type of gun including pellet, bb, or any explosive device including a firecracker or fireworks, will result in suspension and possible expulsion. This includes any replica or look-alike of the above.

Students and parents are strictly prohibited from making credible threats against school officials, school property or both.

[BP5131.7 Weapons and Dangerous Instruments](#)

Search and Seizure

School officials may search individual students, their property or district property under their control, when there is a reasonable suspicion that the search will uncover evidence that they are violating the law, Board

policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include, but are not limited to, lockers, purses, backpacks, student vehicles parked on district property, cellular phones, or other electronic communication devices. Any search of a student, their property, or district property under their control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation. All student lockers and desks are the property of the district.

[BP 5145.12 Search and Seizure](#)

Technology and Internet

Oak Park Unified School District offers its educational community a wide range of technologies to support teaching and learning. Use of these technology resources shall comply with federal and state laws and in accordance with the policies and procedures of Oak Park Unified School District. Please see [BP 6163.4 Student Use of Technology](#), and carefully read the [OPUSD Student Technology Acceptable Use Policy](#). A copy of the Student and Parent Signatures page must be signed and returned to school annually.

OPUSD supports and encourages a student's US Constitution First Amendment right to free speech, but recognizes that communication that adversely impacts a school's instructional environment (such as making other students feel unsafe while on campus) is not protected by the First Amendment. This even applies to speech that occurs off campus. Students are reminded to communicate responsibly at all times to ensure the school environment remains safe and welcoming to all.

Appropriate technology use is based on trust and responsible judgment. Failure to adhere to this acceptable use policy may result in having access to District technology suspended or revoked.

Additionally, failure to adhere to this policy may result in discipline up to and including expulsion in accordance with the student behavior and discipline policies outlined in this handbook. Students are expected to practice ethical behavior in all areas, including refraining from harassment, academic dishonesty, and plagiarism, whether or not they are using District technology. Students may be disciplined for engaging in other conduct deemed in the sole discretion of the school site, District personnel, and in accordance with law, as detrimental to the school, its mission, and/or harmful to other students. All aspects of this acceptable use policy apply equally whether District technology is accessed on or off site or through District-owned or personally-owned equipment or devices.

Cell Phones and Electronic Equipment:

We strongly recommend that elementary students do not bring cell phones or other electronic equipment to school. This includes smartwatches or other devices with the capacity function as a communication device. Students will be allowed access to a school telephone when necessary and appropriate. If cell phones and/or smart watches are brought to school, they must remain completely turned off (not just silenced) and

must remain in the student's backpack at all times during the school day. Cell phones may only be used before and after school. ([BP 5131.8](#))

In an emergency, parents will be contacted using the school telephones, not the child's cell phone, and students might not be able to access their personal cell phones.

Many electronic devices can have tremendous educational value. Some devices such as laptops, tablets, or similar devices may be brought to school, but only with the permission of the student's teacher and parent. (See also OPUSD Student Technology Acceptable Use Policy as explained above.)

Any electronic items brought to school are brought at student's and parent's own risk. These items can be easily lost, damaged, or destroyed and are costly to replace.

9b. Discipline Board Policy

[Board Policy 5144](#)

Discipline

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

The Oak Park Unified School District supports a “Progressive Discipline Policy” and associated practice because this approach provides a logical, escalating sequence to consequences while informing students and parents at the earliest level where rehabilitation might be employed. An exception for implementing progressive discipline will be for more serious offenses, which require immediate suspension and mandatory expulsion by law.

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

[AR5144 Discipline](#)

10. Guidelines for roles and responsibilities of mental health professionals, school counselors community intervention professionals school resource officers, police officers on campus:

Each of the schools in the Oak Park Unified School District have access to school psychologists and school counselors. Each of these professionals have designated roles and responsibilities.

- **School Psychologists** - While school psychologists have the primary function of assessing students for special education, they also help support the social-emotional health of our students. They are often called to assist with risk/threat assessments.
- **School Counselors** - School Counselors provide both group and one-on-one counseling for our students. They make presentations in our classrooms on topics such as emotional regulation and peer acceptance. They also help to triage situations when a student/students are in an emotionally vulnerable situation. Students may be referred to a counselor by a teacher or an administrator. At

the secondary school level, students may drop in to their counselor's office to discuss their needs and/or challenges.

- **School Social Workers** - Social workers are not assigned to OPUSD schools, but are connected through Ventura County Behavioral Health. They are available to assist site based counselors and administrators in providing information on community resources to students. Social workers also provide more intensive social-emotional counseling services to our students when the school counselors are unable to provide the services needed by the students.
- **School Resource Officers** - OPUSD does not have school Resource Officers, however, we have a very close partnership with the Ventura County Sheriff's Department and in need access local Resource Officers stations in neighboring school districts.

11. Disaster Procedures, Routines & Emergency Operations Plan (EOP)

Please refer to the school site Emergency Operations Plan (EOP) for more detailed information which is incorporated by this reference. The EOP is updated yearly.

Emergency Operations Plan (EOP) addresses all types of emergencies including but not limited to earthquakes, fire/evacuation, bomb, bioterrorism, hazmat, flood, power failure and tactical responses to active assailants on campus. The EOP is reviewed by each site annually including the staff "Emergency Operation Assignments". Staff are assigned to emergency response teams at the beginning of each school year. Assignments and staff contact information are updated annually. There are designated staff who are responsible for adaptations for students with special needs.

Staff members are trained in emergency response and management procedures that are reviewed yearly. School sites hold regular mandatory fire/evacuation, drop cover and hold and lockdown drills. Drill documentation is kept at each site and is shared with Risk Management. Risk Management maintains training and drill documentation for all school sites.

Each site has one or more Automated External Defibrillator(s) (AED's) and Bleeding Control Kits. Designated staff receive CPR and First Aid training and instruction on how to use the AEDs and the Bleeding Control Kits equipment.

Each classroom has the following emergency supplies: Emergency Action Plan Flip Charts, Emergency Go Bags, Lockdown kits, a case of water. A designated safety storage container houses school wide emergency supplies including first aid, search and rescue, incident command, and sanitation supplies. These supplies are inventoried and re-supplied each year as needed. Each school office keeps an updated copy of the Emergency Operation Plan and school roster to assist staff during emergencies. School sites have access to food and other supplies on campus.

The Oak Park Unified School District has an emergency communications system designed to allow schools to report their status during an emergency via computer, radio, cell phone and the district's internal phone system. Schools have hand-held radios for on-campus communications. Campus staff use a district-wide radio system to connect school sites to the district office. The District participates in and has

communication capabilities with the Ventura County Sheriff and Ventura County Fire stations through satellite phones, data link, radio, and telephone.

Pursuant to Education Code 32282, the Oak Park Unified School District grants the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies.

The following information is confidential and will not be made public, but a hard copy of the entire plan with this information is available for review at the school site upon request:

1. Active Assailant plans: lock down, evacuation routes, off-campus reunification areas.
2. The numbers of students with special needs and what accommodations that are being provided for emergency procedures including: evacuation, drop and cover, and lockdown for active assailant



COMPREHENSIVE SCHOOL SAFETY PLAN

2022-2023

In compliance with
California Ed Code §§ 32280 - 32289

4857 Rockfield Street, Oak Park, CA 91377

The Oak Park Unified School District (OPUSD) Comprehensive School Safety Plan per California Education Code Section 32281 is developed by a School Site Council (SSC) or a Safety Planning Committee. The Committees are made up of principal/designee, teacher, parent of a child who attends the school, classified employee, others. The plan shall be updated annually as required by EC Section 32281. The plan is to be approved by SSC and OPUSD Superintendent or designee.

Date Plan approved by site SSC - February 10, 2023

Date submitted to OPUSD District Office - February 13, 2023

Date Reviewed by Superintendent or Designee – February 24, 2023

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1. Introduction - Comprehensive School Safety Plan

California *Education Code* Sections 32280-32289 require each school site to annually review and update its school safety plan, which must be developed and written by a School Site Council (SSC) or its designated Safety Planning Committee in collaboration with teachers, classified staff, parents, law enforcement/first responders to ensure they are up-to-date and complete. Plans must be communicated to the public at a public meeting at the school site.

School Safety Plans must include:

1. Assessment of the current status of school crime committed on campus and at school-related functions.
2. An identification of appropriate strategies and programs that provide/maintain a high level of school safety.
3. Child abuse reporting
4. Suspension and expulsion policies and notification of teachers
5. Policies prohibiting discrimination, harassment, intimidation, and bullying
6. School dress code
7. The safe ingress and egress of students and visitor access to campus
8. Ensuring a safe and orderly school learning environment
9. School discipline procedures
10. Anti-Bullying training resources
11. Guidelines for Roles and responsibilities of counselors, mental health, school resource officers, police officers.
12. Disaster preparedness and earthquake emergency procedures: These are included in each school's Emergency Operations Plans (EOP) which is a separate document. The EOP will include procedures for tactical responses related to individuals with guns/active shooters on school campuses or events.
13. Procedures to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during an emergency.

Implementation and Review Timeline

Emergency Drills - alternating between the following:

- *Fire drills – 8x year*
- *Earthquake drop procedure drills (4x year)*
- *Disaster/Earthquake evacuation drill (1x year)*
- *Lockdown drill - (2x-1 inside, 1 outside)*

August-September

- Meet with teachers and campus supervisors regarding unique student needs
- Train all staff and students on lockdown procedures
- Train all staff and students on inside lock down procedures
- Review discipline and sexual harassment mandated reporting policies and procedure with staff
- Review school rules with students
- Review school rules, discipline and schedules with Campus Supervisors
- Inform families about emergency drills and procedures
- Inform families about safety procedures including drop-off, pick-up and visitor procedures
- Conduct Fire Drill 1 Date: 8/19/22
- Conduct indoor lockdown drill 1 Date: 8/30/22
- Earthquake drop, hold, cover drill 1 Date: 9/8/22
- Conduct Fire Drill 2 Date: 9/28/22

October

- Review/modify Discipline Plan with Leadership Team
- Conduct Great California Shakeout Disaster Drill 1 Date: 10/20/22
- Parent/Teacher Conferences

November-December

- Meet with Campus Supervisors
- Conduct Fire Drill 3 Date: 11/4/22
- Earthquake drop, hold, cover drill 2 Date: 11/14/22
- Conduct outdoor lockdown drill 2 Date: 12/6/22
- Conduct Fire Drill 4 Date: 12/14/22

January-March

- Present Comprehensive School Safety Plan for approval to the School Site Council
- Meet with Campus Supervisors
- Conduct Fire Drill 5 Date: 1/12/23
- Conduct Fire Drill 6 Date: 2/24/23
- Earthquake drop, hold, cover drill 3 Date: 3/2/23
- Conduct Fire Drill 7 Date: 3/27/23

April- June

- Review School Handbook with Leadership Team and School Site Council
- Meet with Campus Supervisors
- Earthquake drop, hold, cover drill 4 Date: 4/26/23
- Conduct Fire Drill 8 Date: 5/9/23

2. Assessment of School Crime

CRIME REPORT TO INCLUDE:

1. Attendance rate 5.9% Chronic absenteeism [CA School Dashboard 2022 data](#)
2. Suspension Rate 0% Expulsion 0% [CA School Dashboard 2022 data](#)

OPUSD reports all crime to the East Valley Sheriff Department and utilizes the local patrol officers. School district personnel are also notified of any incidents where the police have been called to the school.

3. Appropriate Programs and Strategies that Provide School Safety

Red Oak has an anonymous reporting system, "Red Oak we report it." There is a link that is posted on our school website as a way for the school community to help keep our school safe.

Reports of suspected bullying and/or aggression can be reported on our school counselor's webpage.

Go Guardian online monitoring system alerts school administration and teaching staff when inappropriate, violent, explicit or self-harm related content is detected on student devices.

4. Child Abuse Reporting Procedures

According to legislation AB1432, all school staff have received annual training on the Mandated Reporting laws for school employees. All school staff members are considered “Mandated Reporters”.

A Mandated Reporter shall make a report whenever, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child who the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect (Penal Code 11166(a)).

Oak Park Unified School District mandated reporters shall report suspected child abuse or neglect to:

Child Protective Services – 24 hour hotline
Ventura County (805) 654-3200 or 1-800-754-7600
L.A. County (800) 540 - 4000
Or Call East Valley Sheriffs Department (805) 494-8200

Mandated reporters must then follow up with a written report *Suspected Child Abuse Report SCAR form 8572* which must be faxed or mailed to Child & Family Services **within 36 hours**:

Child & Family Services

4651 Telephone Road, Suite 300
Ventura, CA 93003

Send a copy of the report to OPUSD Director of Student Support and School Safety marked “Confidential”.

4a. Suspected Child Abuse Report Form SCAR



STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
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SUSPECTED CHILD ABUSE REPORT (Pursuant to Penal Code section 11166)

[Print Form](#)

[Clear Form](#)

To Be Completed by Mandated Child Abuse Reporters
PLEASE PRINT OR TYPE

CASE NAME: _____

CASE NUMBER: _____

A. REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE		MANDATED REPORTER CATEGORY	
	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS Street City Zip				DID MANDATED REPORTER WITNESS THE INCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
	REPORTER'S TELEPHONE (DAYTIME)		SIGNATURE		TODAY'S DATE	
B. REPORT NOTIFICATION	<input type="checkbox"/> LAW ENFORCEMENT <input type="checkbox"/> COUNTY PROBATION		AGENCY			
	<input type="checkbox"/> COUNTY WELFARE / CPS (Child Protective Services)					
	ADDRESS Street City Zip				DATE/TIME OF PHONE CALL	
C. VICTIM One report per victim	OFFICIAL CONTACTED - NAME AND TITLE				TELEPHONE	
	NAME (LAST, FIRST, MIDDLE)				BIRTHDATE OR APPROX. AGE	SEX ETHNICITY
	ADDRESS Street City Zip				TELEPHONE	
	PRESENT LOCATION OF VICTIM		SCHOOL		CLASS	GRADE
	PHYSICALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO	DEVELOPMENTALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO	OTHER DISABILITY (SPECIFY)		PRIMARY LANGUAGE SPOKEN IN HOME	
	IN FOSTER CARE? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: <input type="checkbox"/> DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> FAMILY FRIEND <input type="checkbox"/> GROUP HOME OR INSTITUTION <input type="checkbox"/> RELATIVE'S HOME			TYPE OF ABUSE (CHECK ONE OR MORE): <input type="checkbox"/> PHYSICAL <input type="checkbox"/> MENTAL <input type="checkbox"/> SEXUAL <input type="checkbox"/> NEGLECT <input type="checkbox"/> OTHER (SPECIFY) _____	
	RELATIONSHIP TO SUSPECT		PHOTOS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
D. INVOLVED PARTIES	VICTIM'S SIBLINGS					
	NAME		BIRTHDATE	SEX	ETHNICITY	NAME
	1. _____					3. _____
	2. _____					4. _____
D. INVOLVED PARTIES	VICTIM'S PARENTS/GUARDIANS					
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY	
	ADDRESS Street City Zip		HOME PHONE		BUSINESS PHONE	
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY	
D. INVOLVED PARTIES	SUSPECT					
	SUSPECT'S NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY	
	ADDRESS Street City Zip		HOME PHONE		TELEPHONE	
E. INCIDENT INFORMATION	OTHER RELEVANT INFORMATION					
	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX <input type="checkbox"/> IF MULTIPLE VICTIMS, INDICATE NUMBER: _____					
	DATE/TIME OF INCIDENT		PLACE OF INCIDENT			
NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incident's involving the victim(s) or suspect)						

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code section 11169 to submit to DOJ a Child Abuse or Severe Neglect Indexing Form BCIA 8583 if (1) an active investigation was conducted and (2) the incident was determined to be substantiated.

4b. SCAR Form Instructions



STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
Page 2 of 2

SUSPECTED CHILD ABUSE REPORT (Pursuant to Penal Code section 11166)

DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM BCIA 8572

All Penal Code (PC) references are located in Article 2.5 of the California PC. This article is known as the Child Abuse and Neglect Reporting Act (CANRA). The provisions of CANRA may be viewed at: <http://leginfo.ca.gov/faces/codes.xhtml> (specify "Penal Code" and search for sections 11164-11174.3). A mandated reporter must complete and submit form BCIA 8572 even if some of the requested information is not known. (PC section 11167(a).)

I. MANDATED CHILD ABUSE REPORTERS

Mandated child abuse reporters include all those individuals and entities listed in PC section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE ("DESIGNATED AGENCIES")

Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), the county probation department (if designated by the county to receive mandated reports), or the county welfare department. (PC section 11165.9.)

III. REPORTING RESPONSIBILITIES

Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected incident of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof *within 36 hours* of receiving the information concerning the incident. (PC section 11166(a).)

No mandated reporter who reports a suspected incident of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA. Any other person reporting a known or suspected incident of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by CANRA unless it can be proven the report was false and the person knew it was false or made the report with reckless disregard of its truth or falsity. (PC section 11172(a).)

IV. INSTRUCTIONS

SECTION A – REPORTING PARTY: Enter the mandated reporter's name, title, category (from PC section 11165.7), business/agency name and address, daytime telephone number, and today's date. Check yes/no whether the mandated reporter witnessed the incident. The signature area is for either the mandated reporter or, if the report is telephoned in by the mandated reporter, the person taking the telephoned report.

IV. INSTRUCTIONS (continued)

SECTION B – REPORT NOTIFICATION: Complete the name and address of the designated agency notified, the date/time of the phone call, and the name, title, and telephone number of the official contacted.

SECTION C – VICTIM (One Report per Victim): Enter the victim's name, birthdate or approximate age, sex, ethnicity, address, telephone number, present location, and, where applicable, enter the school, class (indicate the teacher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes/no box to indicate whether the victim may have a developmental disability or physical disability and specify any other apparent disability. Check the appropriate yes/no box to indicate whether the victim is in foster care, and check the appropriate box to indicate the type of care if the victim was in out-of-home care. Check the appropriate box to indicate the type of abuse. List the victim's relationship to the suspect. Check the appropriate yes/no box to indicate whether photos of the injuries were taken. Check the appropriate box to indicate whether the incident resulted in the victim's death.

SECTION D – INVOLVED PARTIES: Enter the requested information for Victim's Siblings, Victim's Parents/Guardians, and Suspect. Attach extra sheet(s) if needed (provide the requested information for each individual on the attached sheet(s)).

SECTION E – INCIDENT INFORMATION: If multiple victims, indicate the number and submit a form for each victim. Enter date/time and place of the incident. Provide a narrative of the incident. Attach extra sheet(s) if needed.

V. DISTRIBUTION

Reporting Party: After completing form BCIA 8572, retain a copy for your records and submit copies to the designated agency.

Designated Agency: *Within 36 hours* of receipt of form BCIA 8572, the initial designated agency will send a copy of the completed form to the district attorney and any additional designated agencies in compliance with PC sections 11166(j) and 11166(k).

ETHNICITY CODES

1 Alaskan Native	6 Caribbean	11 Guamanian	16 Korean	22 Polynesian	27 White-Armenian
2 American Indian	7 Central American	12 Hawaiian	17 Laotian	23 Samoan	28 White-Central American
3 Asian Indian	8 Chinese	13 Hispanic	18 Mexican	24 South American	29 White-European
4 Black	9 Ethiopian	14 Hmong	19 Other Asian	25 Vietnamese	30 White-Middle Eastern
5 Cambodian	10 Filipino	15 Japanese	21 Other Pacific Islander	26 White	31 White-Romanian

5. Suspension and Expulsion Board Policies

Suspension And Expulsion/Due Process

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-8 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

[AR5144.1 Suspension And Expulsion_Due Process](#)

5a. Expulsion Guidelines

Must Recommend Expulsion (Mandatory Expulsion)	Must Recommend Expulsion (Expulsion Discretionary)	May Recommend Expulsion (Expulsion Discretionary)
<p>Act must be committed at school or school activity. EC section 48915(c)</p> <ol style="list-style-type: none"> 1. Firearm <ol style="list-style-type: none"> a. Possessing firearm when a district employee verified firearm possession and when student did not have permission from a certificated employee which is concurred with by the principal or designee. b. Selling or otherwise furnishing a firearm. 2. Brandishing a knife at another person. 3. Unlawfully selling a controlled substance listed in Health & Safety Code Section 11053 et. seq. 4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of EC 48900 or committing sexual battery as defined in subdivision (n) of 48900. 5. Possession of an explosive 	<p>Act must be committed at school or school activity. EC Section 48915(a) states that an administrator shall recommend expulsion for the following violations [except for subsections (c) and (e)] unless the administrator finds that expulsion is inappropriate due to a particular circumstance.</p> <ol style="list-style-type: none"> 1. Causing serious physical injury to another person, except in self-defense. EC Section 48915 (a)(1). 2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil. EC Section 48915(a)(2). 3. Possession and/or use of any substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for possession of not more than one avoirdupois ounce of marijuana other than concentrated cannabis. 4. Robbery or extortion. EC Section 48915(a)(4). 5. Assault or battery, or threat of, on a school employee. <p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> 1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. 2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)]. 	<p>Acts committed at school or school activity or on the way to and from school or school activity. EC 48900</p> <ol style="list-style-type: none"> a1. Caused, attempted to cause, or threatened to cause physical injury 2 Willfully used force or violence upon the person of another, except in self-defense b Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object c Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of a controlled substance d Unlawfully offered, arranged, or negotiated to sell a controlled substance e Committed or attempted to commit a robbery or extortion f Caused or attempted to cause damage to school or private property g Stole or attempted to steal school property or private property h Possessed or used tobacco, or products containing tobacco I Committed an obscene act or engaged in habitual profanity or vulgarity J Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia * k Disrupted school activities (*cannot suspend students grade 3 & below for “k” - cannot expel student in any grade level for “k”) l Knowingly received stolen school property or private property m Possessed an imitation firearm n Committed or attempted to commit a sexual assault o Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding p Unlawfully offered, arranged, negotiated to sell or sold the prescription drug Soma q Engaged in, or attempted to engage in hazing

		<p>r Engaged in an act of bullying</p> <p>t A Pupil who aids or abets the infliction or attempted infliction of physical injury to another person</p> <p>48900.2 Pupil has committed sexual harassment</p> <p>48900.3 Pupil caused, attempted to cause, threatened to cause or participated in an act of hate violence</p> <p>48900.4 Pupil has intentionally engaged in harassment, threats, or intimidation directed against school personnel or pupil that is sufficiently severe or pervasive to have the actual and reasonably anticipated effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or pupils by creating an intimidating or hostile environment</p> <p>48900.7 Pupil has made terroristic threats against school officials or school property, or both</p> <p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> 1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. 2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)]
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5b. Notification of Teachers

Board Policy 4112.9, 4212.9, 4312.9 (a)

Employee Notifications

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

[E 4112.9_4219.9_4319.9 Employee Notifications](#)

6. Nondiscrimination and Harassment Policies

6a. Sexual Harassment Policy

[Board Policy 4119.11, 4219.11, 4319.11](#)

Sexual Harassment

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.

Definitions

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, 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 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.

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
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

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

Training

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 newly hired

employees and employees promoted 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)

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 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 concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
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
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged 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 regulations, which they shall read and acknowledge that they have received.

12. 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)

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 the school year or whenever a new employee is hired (Education Code 231.5)
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 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.

Assistant Superintendent Human Resources
5801 Conifer Dr.
Oak Park, CA 91377
818-735-3207

6b. Bullying Board Policy

[Board Policy 5131.2](#)

Online Bullying Prevention Training Programs can be accessed on the CDE bullying Publication and Resources web page at: <https://www.cde.ca.gov/ls/ss/se/bullyres.asp>

Bullying

The Governing Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may

also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee

shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intra district or interdistrict transfer, as applicable.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

6c. Hate Motivated Behavior Board Policy

[Board Policy 5145.9](#)

Hate-Motivated Behavior

The Governing Board is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, or any other type of behavior that is motivated by hate.

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real 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 any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents in a timely manner when they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote an environment where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on the development of effective prevention strategies and response plans, provision of assistance to students affected by hate-motivated behavior, and/or education of students who have perpetrated hate-motivated acts.

The district shall provide students with age-appropriate instruction that:

1. Includes the development of social-emotional learning
2. Promotes an understanding, awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society
3. Explains the harm and dangers of explicit and implicit biases
4. Discourages discriminatory attitudes and practices
5. Provides strategies to manage conflicts constructively

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

The Superintendent or designee shall provide staff with training that:

- A. Promotes an understanding of diversity, equity, and inclusion
- B. Discourages the development of discriminatory attitudes and practices
- C. Includes social-emotional learning and nondiscriminatory instructional and counseling methods
- D. Supports the prevention, recognition, and response to hate-motivated behavior
- E. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
- F. Includes effective enforcement of rules for appropriate student conduct

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident shall be provided to students, staff, and parents/guardians.

This policy shall be posted in a prominent location on the district's website in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

Complaints

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, the staff member shall also contact law enforcement.

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is encouraged to report the incident to a teacher, the principal, the district's compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures or other applicable procedure. If during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

7. School-wide Dress Code

Student attire and grooming must permit the student to participate in learning without posing a risk to the health or safety of any student or school district personnel. The responsibility for the dress and grooming of a student rests primarily with the student and their parents or guardians. Parents or guardians are responsible for ensuring student compliance with the school dress code. Students are responsible for complying with the dress code during school hours and school activities. It is important that each student comes to school dressed appropriately for all outdoor physical activities.

- Students must wear clothing that includes both a shirt with pants or skirt, or the equivalent (for example dresses, shorts, or leggings) and shoes appropriate for physical movement and physical education classes.
- No flip flops, open toe, open heel, or heeled shoes over one inch. Comfortable and flexible street shoes or tennis shoes are suggested.
- Clothing must cover the chest, back, buttocks, and torso.
- Clothing must opaquely cover private parts and any undergarments at all times (see-through clothing, mesh, or transparent materials do not meet this requirement).
- Tops or shirts must have the minimum of a strap over each shoulder that keeps the top in place to meet the above requirements.
- Clothing may not depict, advertise or advocate the use of firearms, alcohol, tobacco, marijuana or other controlled substances.
- Clothing may not use or depict hate speech targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation or any other protected classification.
- Students may not wear clothing and accessories that feature offensive images or language including profanity, pornography, vulgarities, or defamatory language as determined by the school principal or their administrative designee.
- Students are encouraged to wear hats and visors outdoors to provide sun protection. Hats or visors may not be worn indoors, with the exception of religious, ethnic, or culturally specific head coverings.
- Dangling earrings or elaborate jewelry are not permitted due to safety concerns during physical activity and play.

If a student requires support from school staff in abiding by dress code requirements, this support shall be provided in the least restrictive and disruptive manner possible. Administration and enforcement of the dress code will be gender neutral. In the case that a student is unable to abide by the dress code policy, school provided garments may be loaned to the student until the parent or guardian is able to provide appropriate clothing.

[BP 5132 Dress And Grooming](#)

8. Safe Ingress and Egress Procedures

8a. Safe routes to school (pedestrian, vehicle, bicycle, traffic safety)

School and district staff are dedicated to ensuring the safety of students, staff and parents/ guardians going to and from school.

Designated emergency exit routes are defined in the Emergency Operations Plan. In case an accident, fire, earthquake or other emergency affects our regular evacuation routes, school staff is responsible for directing students to a safe, alternative exit route. Students must remain on campus, under staff supervision. In case of emergency, students must be retained until they can be released to either a parent or an authorized emergency contact.

Emergency scenarios that students need to be prepared for:

- Walking to school: Students should continue walking to school.
- Walking home: Students should continue walking home
- In the neighborhood: Students should return home or go to a pre-designated alternate home.
- Waiting for a bus: Students should return home or go to a pre-designated alternate home.
- On a school bus on the way to a field trip: The driver will return to the school when it is safe.
- During a field trip: The teacher will find safe shelter at that location until it is safe to return to the school.
- On a school bus returning to school from a field trip: the driver will continue to school when it is safe to do so.

Red Oak Elementary's Information with Maps:

At Red Oak Elementary, the community and staff work together to keep our school and our children safe. Our highest priority is to ensure that all students enter and exit school in a safe and organized way. To accomplish this, pick-up and drop-off procedures must be followed correctly. Failure to do so creates chaos, frustration and unsafe conditions

Every driver is responsible for following these rules and keeping students safe. **Cell phone use by parents is forbidden while in the car line while dropping off or picking up students.**

General Procedures for Parents:

- Be your child's best example. Please be courteous and follow all safety guidelines at all times.
- Devote more time and be extra cautious when driving near school or on school property.
- Please leave the campus within 10 minutes after the start of the school day or come to the office to sign in as a volunteer.
- No drop-offs prior to 7:45 am. No supervision is provided prior to 7:45 am.
- Students are to be picked up promptly after school. Students who are dismissed at 2:25 pm with older siblings in 4th and 5th grade may go to the kindergarten yard where they will be supervised until 2:50 pm. There is no supervision after 2:50 pm.
- Please be respectful on campus. Speaking loudly outside classroom doors, peering through windows or opening doors while classes or meetings are in progress is not allowed.

- Please monitor your younger children while on campus. Their behavior can be distracting to classes in progress.

Dropping Off Before School:

- The white curb by the flagpole is the only designated area for safe loading/unloading of passengers on campus.
- Please allow yourself enough time in the morning to drive slowly through the school parking lot to drop your child at the white curb.
- Say your goodbyes and have your student's backpack, lunch box and other important items ready to go with the student prior to approaching the white curb.
- Once at the white curb, please pull as far forward as possible before allowing your student to exit your vehicle.
- Never leave an empty space ahead of you while stopped at the white curb. During peak times the line behind you may stretch through the parking lot and into the street.
- Never allow your child to exit your vehicle from the driver's side as this puts your child too close to the bypass lane.
- NEVER LEAVE YOUR CAR UNATTENDED
- If you need more time beyond the few moments it takes a child to exit your car, please use a parking space instead of the white curb for drop-off.
- Once your child has exited your car on the passenger side of the vehicle, please exit the parking lot via the bypass lane to the driver's left. This lane is for driving only - no loading, unloading or stopping at any time.

There are Crossing Guards at Hawthorne and Rockfield and Tuscany and Rockfield. We urge you to avoid the traffic in the parking lot by dropping off your child with the crossing guard who guides students across the crosswalk. Red Oak encourages parents to arrange for carpooling whenever possible and for students to walk to school if possible. Not only would it help to alleviate serious traffic congestion, but it also encourages good exercise and a healthy lifestyle.

Walking to School:

- Use crosswalks to cross streets.
- Follow all directions from school safety personnel. They can see potential problems - you can't.
- Please be respectful to these valuable employees as they are dedicated to the safety of you and your child.

Picking up After School:

- Please be considerate of others! The white curb is a convenience and a safety measure. It is to be used for loading and unloading of passengers - not additional parking. If you are picking up students being released at different dismissal times, please consider using a parking space.
- NEVER LEAVE YOUR CAR UNATTENDED.
- Always pull as far forward as possible while waiting for your child. Never leave an open car space ahead of you. Please remember the line of parents trying to wait patiently behind you.
- No honking or signaling to students from your vehicle at any time.
- Once your child has entered your car on the passenger side of your vehicle, please exit the parking lot via the bypass lane to the driver's left. This lane is for driving only - no loading, unloading or stopping at any time.

Bike Riders, Skateboard and Scooter Policy:

- Students **may not** ride skates, blades, scooters, Razors, skateboards or any motorized equipment to school. These items may not be ridden on the campus at any time. This includes before and after school, weekends, holidays and vacations.
- Only students in grades 3-5 may ride bicycles to school. They must be locked in the bike rack.
- Bicycles must be walked once students are on school grounds.
- Bicycle riding is **not permitted** before, during or after school anywhere on the school grounds.

Students who demonstrate a disregard for these rules and regulations may receive appropriate disciplinary consequences and/or loss of this privilege.

Students who are permitted to ride bicycles to school and their parents are encouraged to observe California law as follows:

- Wear a properly fitted and fastened bicycle helmet that meets national standards.
- Keep hands on the handlebars.
- One person per bicycle, unless it is a tandem bicycle.
- Ride in the same direction as traffic.
- Bicycles must be ridden responsibly and in a controlled safe manner at all times. Keep hands on the handlebars. It is the parent/guardian obligation and responsibility to ensure that their student is mature and reliable enough to handle the charge of riding their bicycle to school.

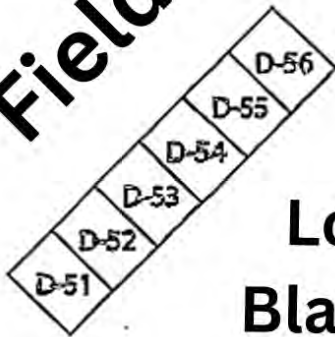


4857 Rockfield St.
Oak Park, CA 91377
(818) 707-7972

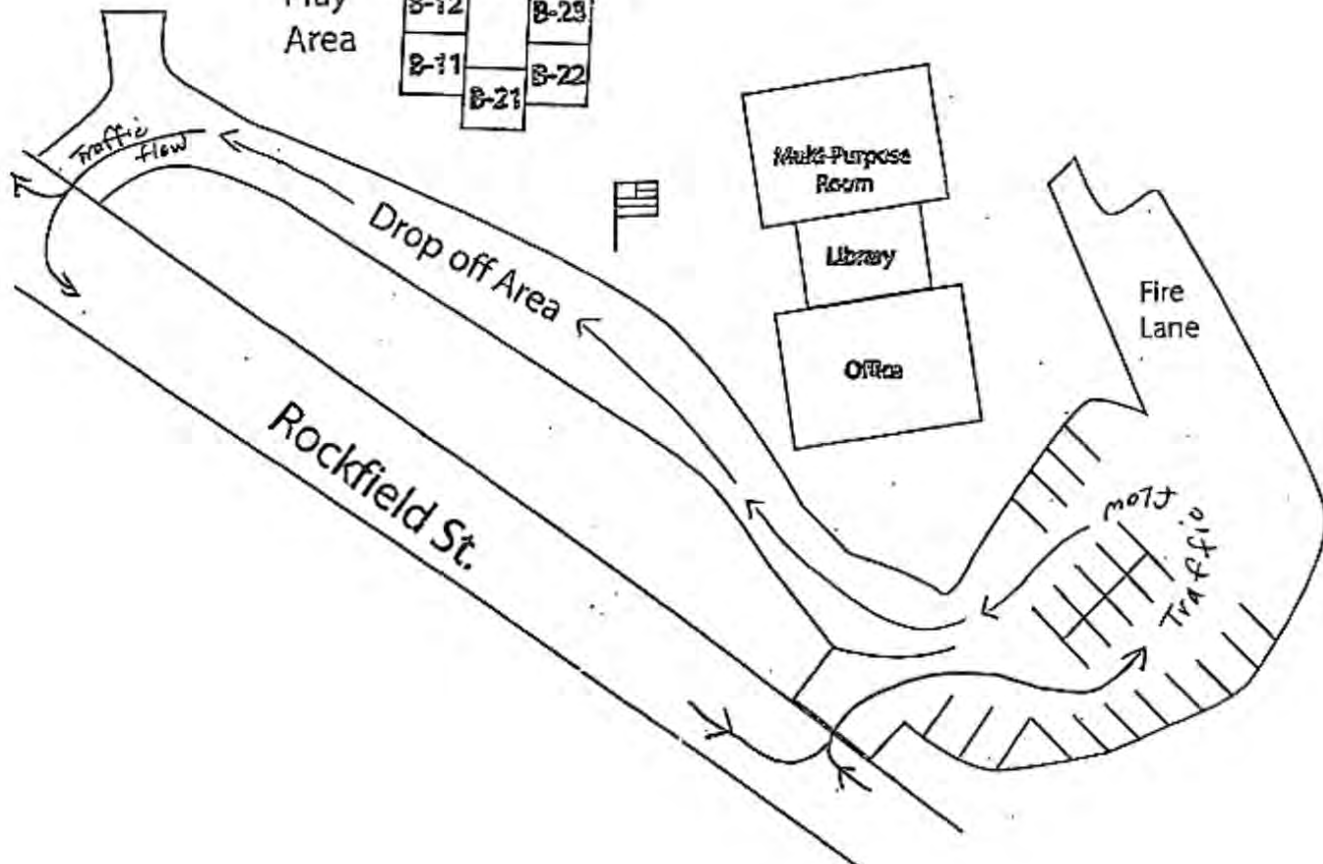
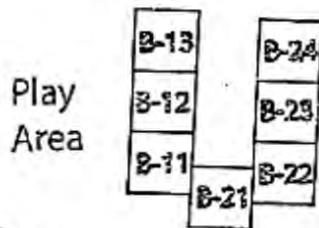
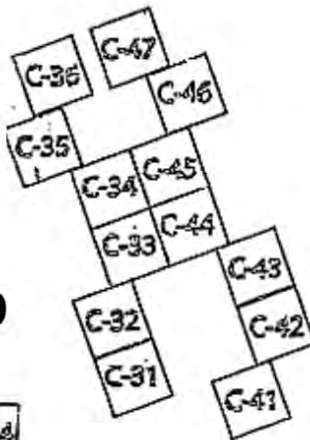
AM/PM
Club

Playground

Field



Lower
Blacktop



Drop off and Pick up Map

Student drop off and pick-up locations are along the white curb near the flagpole in front of the school. Arrows indicate the traffic flow snaking through the parking lot to the drop off area and back to Rockfield Street. The arrows also indicate the one-way direction of the traffic flow.

8b. Visitor Access to School Campus

To maintain campus security, volunteers and visitors coming to the campus must first stop in the office to check in, present a valid form of identification and obtain a printed temporary visitor's badge. The visitor's badge must be worn while on campus. Volunteers and visitors need to sign out before exiting the campus. Individuals who are not students or employees who are on campus without a badge will be directed to the front office. For safety reasons, all parents must exit the campus no later than 10 minutes after morning line-up or must sign in as volunteers in the office. Kindergarten parents must exit the campus with their student no later than 10 minutes after kindergarten dismissal. If visitors need to use the restroom while on campus, they are directed to use the office restrooms.

We maintain a closed campus. All perimeter gates are secured when school is in session unless staff is present to monitor access to campus. Campus supervisors are present whenever students are on the playground, blacktop and field areas. They also patrol the campus throughout the day to prevent unauthorized access.

9. Ensuring a Safe and Orderly Environment

Program and Practices promoting a safe and orderly environment conducive to learning

ANIMALS AT SCHOOL

Dogs are not allowed on campus except Service Dogs. Animals may be brought to school for educational purposes subject to rules and precautions related to health, safety and sanitation except as otherwise required by law. Animals can be an effective teaching aid. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes humane treatment of living creatures. Teachers and the responsible adult owner shall ensure that these rules are observed so as to protect both the animal and the students. (Refer to [BP 6163.2](#) and [AR 6163.2](#))

BEFORE AND AFTER SCHOOL SUPERVISION

Our school is supervised in the morning beginning at 7:45 a.m., 30 minutes before the line-up bell. Students may not arrive at school before 7:45 a.m. Supervision for DK and K students is provided in the Kindergarten yard between 7:45 and 8:15, and for grades 1 st -5th between 7:45 and 8:15 on the blacktop.

After school supervision for 1st-3rd grade students with older siblings in 4th and 5th grade is provided between 2:25 and 2:50 in the kindergarten yard. At 2:50, these students will be dismissed to the flagpole area. Please be prompt in picking up your students from school.

PLAYGROUND RULES

Our school playgrounds are places of recreation and enjoyment. Students are learning how to get along with others through expectations that they will demonstrate sportsmanship, sharing, courtesy, etc. The playground and field areas should be safe, orderly places where children can interact positively with each other in a cooperative spirit. Students are expected to observe the following rules:

1. Students are to remain on the school grounds at all times. The parking lot and park are off limits. Only with the permission of school officials may you leave the school grounds.
2. All games are “open”. This means that all students may participate in any game at any time, provided that they observe all other playground rules.
3. Students must play by the accepted rules of the game, and may not change the rules once the game has begun.
4. Deliberate interference with games is not permitted. In the event of a disagreement over a game as to whether a player is “out” or not, the students playing the game are to vote to reach fair decisions. Students who continue to play unfairly are to be reported to the campus supervisor. Games involving tackling, pushing, or rough play are not permitted.
5. Students may not throw sand, dirt, or objects at other students. Spitting is not allowed for any reason.
6. Flips off bars are prohibited.
7. Inline skates, roller skates, skateboards, and scooters are not allowed on campus.
8. Equipment is to be used correctly. Balls are not to be kicked (except soccer balls).
9. Balls are not to be bounced in the halls or against the buildings.
10. Students are not to climb on or pull on trees and shrubs or walk in garden or hedge areas.
11. Students are not to bring toys (including trading cards), iPods, electronic games or equipment to school without the permission of their teacher or principal. Pocket knives, matches, cigarettes, lighters, fireworks, and weapons are prohibited by law (and will result in suspension and possible expulsion). This includes any replica or look-alike.
12. Students may not wander around the campus or interrupt other classes during recess. Students should not be in a classroom unattended or any area of the school grounds that is not supervised by a school official. Students must ask for a permission slip from their teacher or campus supervisor before coming to the office during school hours.
13. Students are to use the restrooms designated for their grade level only.
14. Food and snacks must be eaten in the designated areas and not carried onto the playground or field. Gum, canned soft drinks, and glass bottles are not allowed at school.
15. Students may not use any type of profanity or derogatory language.
16. In all cases the campus supervisors are to be respected and obeyed. Students may not argue with these school officials.

DISRUPTIONS

Any individual who disrupts or threatens to disrupt school/office operations; threatens the health and safety of students or staff; willfully causes property damage; uses loud and/or offensive language which could provoke a violent reaction; harasses staff with frequent and abusive emails; or who has otherwise established a continued pattern of unauthorized entry on school district property, will be directed to leave school or school district property promptly by the Superintendent, principal or designee.

If any member of the public uses obscenities or speaks in a demanding, loud, insulting and/or demeaning manner, the administrator or employee to whom the remarks are directed will calmly and politely admonish the speaker to communicate civilly. If corrective action is not taken by the abusing party, the district employee will verbally notify the abusing party that their participation in the meeting, conference or telephone conversation is terminated and, if the meeting or conference is on district premises, the offending person will be directed to leave promptly.

When an individual is directed to leave under the above circumstances, the Superintendent, principal or designee shall inform the person that they will be guilty of a misdemeanor in accordance with California

Education Code 44811 and Penal Codes 415.5 and 626.7 if they re enter any district facility within 30 days after being directed to leave, or within seven days if the person is a parent/guardian of a student attending that school. If an individual refuses to leave upon request or returns before the applicable period of time, the Superintendent, principal or designee may notify law enforcement officials.

9a. Site Discipline Procedures

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

The Oak Park Unified School District supports a "Progressive Discipline Policy" and associated practice because this approach provides a logical, escalating sequence to consequences while informing students and parents at the earliest level where rehabilitation might be employed. An exception for implementing progressive discipline will be for more serious offenses, which require immediate suspension and mandatory expulsion by law. ([BP 5144](#))

All discipline at Red Oak Elementary School is based on a balance of positive reinforcement and consequences. Positive reinforcement is our primary goal. Consequences will result for violations of classroom, playground, or school rules. The following procedures will be implemented when school or classroom rules have been violated:

- Students will be warned on the first offense. Warnings will not be given regarding fighting, theft, destruction of property, or defiance. Students who are involved in these infractions will receive appropriate consequences, a Behavior Incident Report and/or "time out" from the playground. Students may be asked to write about their offense to help them think through the problem and reach a resolution. Parents are not usually notified in the event of a first offense unless it is for theft, bullying, fighting, or destruction of property.
- If the offense is serious or has occurred before, the student will be referred by the teacher to the principal. All students will be given an opportunity to explain their actions. The principal will decide the consequences. These may include loss of recess, in-school suspension, or formal suspension from school. Parents will be contacted.
- No fighting will be tolerated at Red Oak. In situations involving fighting, all students who participate, or encourage the act, will receive a consequence. Circumstances will be considered regarding the severity of the consequences. Parents must not encourage their children to fight at school. Students who feel compelled to fight because of another student's harassment must report the situation immediately to one of the school authorities.

SUSPENSION/EXPULSION

Teachers may suspend a child from their classroom for a period of one day in the school office or designated area. The principal or designee may suspend a child for up to five consecutive days either in school or at home. A district policy has been established regarding all suspensions that includes due process. Please refer to Board Policy regarding Suspension/Expulsion ([BP 5144.1](#)) Please note the following:

- Corporal Punishment shall not be inflicted on any student at any time. An amount of force that is reasonable and necessary for a school official to quell a disturbance threatening injury to persons or damage to property, for self-defense or to obtain possession of weapons or dangerous objects shall not be considered corporal punishment.
- Students may be recommended to the governing board for expulsion from school for the continuation of offenses. Students may be recommended for expulsion on the first offense for possession of weapons or replicas of weapons or narcotics or any controlled substance.

ACADEMIC HONESTY

Academic honesty is required at all times to ensure student success. Academic dishonesty, including cheating and plagiarism, is considered a violation of school policy and will result in disciplinary consequences including receiving no credit for the assignment, project or test. Examples of academic dishonesty include:

- Copying homework or any class assignment from someone else, or allowing someone to copy your own work.
- Copying information from someone without permission or without giving proper credit (plagiarism).
- Copying from a person or something written during a test or assessment.

RESPECTING AND CELEBRATING DIVERSITY

Respect for all racial and ethnic groups is required at all times. Students will not make remarks, slurs, innuendoes, jokes, etc. related to a person's disability, gender, gender identity, gender expression, nationality, immigration status, race or ethnicity, religion, sexual orientation or any other characteristic. These remarks made in general or directed toward another child, adult or family will not be tolerated. Students who make such remarks are subject to suspension or other consequences.

DISCRIMINATION & HARASSMENT

Red Oak Elementary School is committed to providing a safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic.

Red Oak Elementary School does not tolerate any type of harassment, speech, violence, or acts that cause a hostile environment. As such, consequences and/or disciplinary means are instituted for any such behavior. Importantly, school staff prioritizes the protection and healing of the targets of any act of harassment, hate, bullying, hostility or violence. Administrators, teachers, and school counselors, among others, are responsible for providing a safe place to learn for each and every student and provide a system of support to those who are targets of any act of harassment, bullying, violence, or hostility.

SEXUAL HARASSMENT

Any student who engages in sexual harassment may be subject to disciplinary action up to and including expulsion. Any student who feels they are being harassed shall immediately contact their teacher or the principal. Each complaint will be promptly investigated in a way that respects the privacy of all parties. Sexual harassment in elementary school may take the following forms:

- Sexual slurs, threats, verbal abuse, derogatory comments, or sexually degrading descriptions.

- Graphic verbal comments about an individual's body.
- Sexual jokes, stories, rumors, drawings, or gestures.
- Displaying sexually suggestive objects.
- Touching an individual's body or clothing in a sexual or otherwise inappropriate manner.

BULLYING

Red Oak is a place where students care for the wellbeing of one another. Bullying behavior will not be tolerated.

California Education Code Section 48900(r) defines bullying as:

Any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- A. Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
- B. Causing a reasonable pupil to experience a substantially detrimental effect on their physical or mental health.
- C. Causing a reasonable pupil to experience substantial interference with their academic performance.
- D. Causing a reasonable pupil to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by a school.

A pupil shall not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r) inclusive: (r) engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel.

STUDENT BULLYING

It is of utmost importance that all students feel safe, accepted, and welcome at our schools. There are many interactions that take place between students and we strive to create a school culture in which the vast majority of these interactions are positive for the individuals involved. Monthly character development topics, in-classroom counseling lessons, whole school events, and targeted character development curriculum are a few of the elements of our positive school culture instruction.

Cases of suspected bullying or targeted aggression should be reported to adults at the 21 school site as soon as possible so that steps can be taken to stop this behavior. School personnel will work closely with students and parents to solve problems and develop plans so that both target and aggressors get the help they need to feel safe and comfortable at our schools. Additionally, suspected bullying or targeted aggression can be reported via our online Suspected Bullying/Aggression Report form, available on our "Counseling Corner" page at www.oakparkusd.org/Page/9615. We define bullying as aggression which is hurtful (either physically, verbally or relationally); demonstrates an unequal power differential between the aggressor and the target; and is repeated over time.

Interactions reported through our Suspected Bullying/Aggression Report form will be investigated in the following manner and you will receive communication throughout the process as well as information at the conclusion of our investigation.

- A. District office, school principal, and applicable staff or outside agencies will be informed of your concern.
- B. Alleged aggressor's parents will be informed of the complaint.
- C. Both students will be interviewed.
- D. Both target(s) and aggressor(s) will speak with the counselor for support and assessment.
- E. Teachers and any other involved staff (playground supervisors, etc.) may be interviewed.
- F. Student witnesses may be interviewed.
- G. Observations will take place during the school day.
- H. A safety plan will be initiated when warranted.
- I. A final determination of findings will be made and communicated to the reporting parent, the parents of the alleged aggressor, and the district office.

CONTROLLED SUBSTANCES

Any student who is in possession of or under the influence of any controlled substance or look alike, including tobacco, alcohol, illegal drugs, vaping devices or who misuses legal drugs will be suspended.

Red Oak Elementary School and the entire Oak Park Unified School District is a "smoke free zone." By Board policy, the use of any tobacco products or e-cigarettes by anyone on the grounds or buildings is strictly prohibited at any time. This also includes study trips with children off campus.

Please refer to ([BP3513.3 Tobacco-Free Schools](#))

WEAPONS

The Oak Park Unified School District prohibits any type of weapons or look-alike weapons on campus. Any student who is found to be in possession of a weapon, including, but not limited to, any knife or any type of gun (including pellet or BB) or explosive device (including a firecracker or fireworks) will result in suspension and possible expulsion.

[BP5131.7 Weapons and Dangerous Instruments](#)

SEARCH AND SEIZURE

School officials may search individual students, their property or district property under their control, when there is a reasonable suspicion that the search will uncover evidence that they are violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation.

The types of student property that may be searched by school officials include, but are not limited to, lockers, purses, backpacks, student vehicles parked on district property, cellular phones, or other electronic communication devices. Any search of a student, their property, or district property under their control shall be limited in scope and designed to produce evidence related to the alleged violation.

Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation. All student lockers and desks are the property of the district.

TECHNOLOGY AND INTERNET

Oak Park Unified School District offers its educational community a wide range of technologies to support teaching and learning. Use of these technology resources shall comply with federal and state laws and in accordance with the policies and procedures of Oak Park Unified School District. Please see [BP 6163.4 Student Use of Technology](#), and carefully read the [OPUSD Student Technology Acceptable Use Policy](#). Students are provided with the OPUSD Student Technology Acceptable Use Policy each year. Student and parent signatures must be obtained annually to demonstrate agreement to the acceptable use policy.

OPUSD supports and encourages a student's US Constitution First Amendment right to free speech, but recognizes that communication that adversely impacts a school's instructional environment (such as making other students feel unsafe while on campus) is not protected by the First Amendment. This even applies to speech that occurs off campus. Students are reminded to communicate responsibly at all times to ensure the school environment remains safe and welcoming to all.

Appropriate technology use is based on trust and responsible judgment. Failure to adhere to this acceptable use policy may result in having access to district technology suspended or revoked. Additionally, failure to adhere to this policy may result in discipline including expulsion in accordance with the student behavior and discipline policies outlined in the Red Oak Elementary student handbook. Students are expected to practice ethical behaviors in all areas, including refraining from harassment, academic dishonesty and plagiarism, whether or not they are using district technology. Students may be disciplined for engaging in other conduct deemed in the sole discretion of the school site, district personnel, and in accordance with law, as detrimental to the school, its mission, and/or harmful to other students. All aspects of this acceptable use policy apply equally whether district technology is accessed on or off site through district owned or personally owned equipment or devices.

CELL PHONES AND ELECTRONIC EQUIPMENT

We strongly recommend that elementary students do not bring cell phones or electronic devices to school. This includes smart watches or other devices with the capacity to function as a communication device. If cell phones or smart watches are brought to school, they must remain completely turned off (not just silenced) and must remain in the student's backpack at all times during the school day.

Students will be allowed access to a school telephone when necessary and appropriate. In an emergency, parents will be contacted using the school telephones, not the child's cell phone, and students might not be able to access their personal cell phones. Please refer to Board Policy: ([BP 5131.8](#))

Cell phones may only be used before and after school when students are off campus.

Many electronic devices can have tremendous educational value. Some devices such as laptops, tablets, or similar devices may be brought to school, but only with the permission of the student's teacher and parent. (There is more information on this topic in the student technology acceptable use policy.)

Any electronic items brought to school are brought at student's and parent's own risk. These items can be easily lost, damaged, or destroyed and are costly to replace.

9b. Discipline Board Policy

[Board Policy 5144](#)

Discipline

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed support; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

The Oak Park Unified School District supports a "Progressive Discipline Policy" and associated practice because this approach provides a logical, escalating sequence to consequences while informing students and parents at the earliest level where rehabilitation might be employed. An exception for implementing progressive discipline will be for more serious offenses, which require immediate suspension and mandatory expulsion by law.

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district 's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

[AR5144 Discipline](#)

10. Guidelines for roles and responsibilities of mental health professionals, school counselors, community intervention professionals, school resource officers, police officers on campus:

Each of the schools in the Oak Park Unified School District have access to school psychologists and school counselors. Each of these professionals have designated roles and responsibilities.

- **School Psychologists** - While school psychologists have the primary function of assessing students for special education, they also help support the social-emotional health of our students. They are often called to assist with risk/threat assessments.
- **School Counselors** - School Counselors provide both group and one-on-one counseling for our students. They make presentations in our classrooms on topics such as emotional regulation and peer acceptance. They also help to triage situations when a student/students are in an emotionally vulnerable situation. Students may be referred to a counselor by a teacher or an administrator. At the secondary school level, students may drop in to their counselor's office to discuss their needs and/or challenges.
- **School Social Workers** - Social workers are not assigned to OPUSD schools, but are connected through Ventura County Behavioral Health. They are available to assist site based counselors and administrators in providing information on community resources to students. Social workers also provide more intensive social-emotional counseling services to our students when the school counselors are unable to provide the services needed by the students.
- **School Resource Officers** - OPUSD does not have school Resource Officers, however, we have a very close partnership with the Ventura County Sheriff's Department and in need access local Resource Officers stations in neighboring school districts.

11. Disaster Procedures, Routines & Emergency Operations Plan (EOP)

Please refer to the school site Emergency Operations Plan (EOP) for more detailed information which is incorporated by this reference. The EOP is updated yearly.

Emergency Operations Plan (EOP) addresses all types of emergencies including but not limited to earthquakes, fire/evacuation, bomb, bioterrorism, hazmat, flood power failure and tactical responses to active assailants on campus. The EOP is reviewed by each site annually including the staff "Emergency Operation Assignments". Staff are assigned to emergency response teams at the beginning of each school year. Assignments and staff contact information are updated annually. There are designated staff who are responsible for adaptations for students with special needs.

Staff members are trained in emergency response and management procedures that are reviewed yearly. School sites hold regular mandatory fire/evacuation, drop cover and hold and lockdown drills. Drill documentation is kept at each site and is shared with Risk Management. Risk Management maintains training and drill documentation for all school sites.

Each site has one or more Automated External Defibrillator(s) (AED's) and Bleeding Control Kits. Designated staff receive CPR and First Aid training and instruction on how to use the AEDs and the Bleeding Control Kits equipment.

Each classroom has the following emergency supplies: Emergency Action Plan Flip Charts, Emergency Go Bags, Lockdown kits, a case of water. A designated safety storage container houses school wide emergency supplies including First Aid, Search and Rescue, Incident Command, and Sanitation supplies. These supplies are inventoried and re-supplied each year as needed. Each school office keeps an updated copy of the Emergency Operation Plan, school roster, to assist staff during emergencies. School sites have access to food and other supplies on campus.

The OPUSD has an emergency communications system designed to allow schools to report their status during an emergency via computer, radio, cell phone and the district's internal phone system. Schools have hand-held radios for on-campus communications. Campus staff use a district- wide radio system to connect school sites to the district office. The District participates in and has communication capabilities with the Ventura County Sheriff and Ventura County Fire stations through satellite phones, data link, radio, and telephone.

Pursuant to Education Code 32282, the Oak Park Unified School District grants the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies.

The following information is confidential and will not be made public, but a hard copy of the entire plan with this information is available for review at the school site upon request:

1. Active Assailant plans: lock down, evacuation routes, off-campus reunification areas.
2. The numbers of students with special needs and what accommodations that are being provided for emergency procedures including: evacuation, drop and cover, and lockdown for active assailant



COMPREHENSIVE SCHOOL SAFETY PLAN 2022-2023

In compliance with
California Ed Code §§ 32280 - 32289

165 Satinwood Avenue, Oak Park CA 91377

The Oak Park Unified School District (OPUSD) Comprehensive School Safety Plan per California Education Code Section 32281 is developed by a School Site Council (SSC) or a Safety Planning Committee. The Committees are made up of principal/designee, teacher, parent of a child who attends the school, classified employee, others. The plan shall be updated annually as required by EC Section 32281. The plan is to be approved by SSC and OPUSD Superintendent or designee.

Date Plan approved by site SSC - February 6, 2023

Date submitted to OPUSD District Office - February 10, 2023

Date Reviewed by Superintendent or Designee - February 24, 2023

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1. Introduction - Comprehensive School Safety Plan

California *Education Code* Sections 32280-32289 require each school site to annually review and update its school safety plan, which must be developed and written by a School Site Council (SSC) or its designated Safety Planning Committee in collaboration with teachers, classified staff, parents, law enforcement/first responders to ensure they are up-to-date and complete. Plans must be communicated to the public at a public meeting at the school site.

School Safety Plans must include:

1. Assessment of the current status of school crime committed on campus and at school-related functions.
2. An identification of appropriate strategies and programs that provide/maintain a high level of school safety.
3. Child abuse reporting
4. Suspension and expulsion policies and notification of teachers
5. Policies prohibiting discrimination, harassment, intimidation, and bullying
6. School dress code
7. The safe ingress and egress of students and visitor access to campus
8. Ensuring a safe and orderly school learning environment
9. School discipline procedures
10. Anti-Bullying training resources
11. Guidelines for Roles and responsibilities of counselors, mental health, school resource officers, police officers.
12. Disaster preparedness and earthquake emergency procedures: These are included in each school's Emergency Operations Plans (EOP) which is a separate document. The EOP will include procedures for tactical responses related to individuals with guns/active shooters on school campuses or events.
13. Procedures to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during an emergency.

Implementation and Review Timeline

<p><i>Monthly Safety Drill</i></p> <p><i>Earthquake drop procedure drills (2x year)</i></p> <p><i>Disaster/Earthquake evacuation drill (1x year)</i></p> <p><i>Lockdown drill - (2x-1 inside, 1 outside)</i></p> <p><i>*One unannounced lockdown drill per school year</i></p>
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August/September

- Train all staff and students on inside lock down procedures
- Review discipline and sexual harassment policies and procedure with staff
- Review school rules, dress code and sexual harassment policy with students
- Review school rules, discipline and schedules with Campus Supervisors
- Inform parents about lockdown drills and procedures
- Conduct monthly practice drill 8/23/22

October

- Discuss Comprehensive School Safety Plan with School Safety Committee
- Present Comprehensive School Safety Plan to the public
- Present Comprehensive School Safety Plan for approval to the School Site Council
- Review lockdown procedures with students
- Determine “safe zones” for lockdown and assign support staff to those zones
- Conduct Great California Shakeout Disaster (Monthly Drill) 10/19/23
- Parent/Teacher Conferences 10/24-10/31

November-December

- Meet with Campus Supervisors in monthly meeting.
- Randy Pentis trained classified staff with lockdown procedures
- Conduct safety drill 12/15/23

January-March

- Meet with Campus Supervisors
- Conduct outdoor fire drill 01/19/23
- Conduct unannounced drill 02/08/23
- Earthquake drop, hold, cover drill 03/08/23

April- June

- Review/modify PBIS Tiger BEST Plan with Leadership Team and School Site Council
- Meet with Campus Supervisors
- Recognize students at weekly assemblies
- Conduct lock down drill when students are outside of classroom + monthly drills April & May

2. Assessment of School Crime

CRIME REPORT TO INCLUDE:

1. Attendance rate 15.6% Chronic absenteeism [CA School Dashboard 2022 data](#)
2. Suspension Rate 0.7% Expulsion 0% [CA School Dashboard 2022 data](#)

OPUSD reports all crime to the East Valley Sheriff Department and utilizes the local patrol officers. School district personnel are also notified of any incidents where the police have been called to the school.

3. Appropriate Programs and Strategies that Provide School Safety

- “Report It”, We Tip anonymous reporting systems
- Counselor Bullying Reports
- Positive Behavior Intervention Systems (PBIS)-Awards, Tickets, etc.
- Restorative Circles
- Monthly Multi-Tiered Systems of Support PBIS Collaborative Team Meetings

4. Child Abuse Reporting Procedures

According to legislation AB1432, all school staff have received annual training on the Mandated Reporting laws for school employees. All school staff members are considered “Mandated Reporters”.

A Mandated Reporter shall make a report whenever, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child who the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect (Penal Code 11166(a)).

Oak Park Unified School District mandated reporters shall report suspected child abuse or neglect to:

Child Protective Services – 24 hour hotline
Ventura County (805) 654-3200 or 1-800-754-7600
L.A. County (800) 540 - 4000
Or Call East Valley Sheriffs Department (805) 494-8200

Mandated reporters must then follow up with a written report *Suspected Child Abuse Report SCAR form 8572* which must be faxed or mailed to Child & Family Services **within 36 hours**:

Child & Family Services

4651 Telephone Road, Suite 300
Ventura, CA 93003

Send a copy of the report to OPUSD Director of Student Support and School Safety marked “Confidential”.

4a. Suspected Child Abuse Report Form SCAR



STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
Page 1 of 2

SUSPECTED CHILD ABUSE REPORT (Pursuant to Penal Code section 11166)

[Print Form](#)

[Clear Form](#)

To Be Completed by Mandated Child Abuse Reporters
PLEASE PRINT OR TYPE

CASE NAME: _____

CASE NUMBER: _____

A. REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE		MANDATED REPORTER CATEGORY				
	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS Street City Zip				DID MANDATED REPORTER WITNESS THE INCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO				
	REPORTER'S TELEPHONE (DAYTIME)		SIGNATURE		TODAY'S DATE				
B. REPORT NOTIFICATION	<input type="checkbox"/> LAW ENFORCEMENT <input type="checkbox"/> COUNTY PROBATION		AGENCY						
	<input type="checkbox"/> COUNTY WELFARE / CPS (Child Protective Services)								
	ADDRESS Street City Zip				DATE/TIME OF PHONE CALL				
C. VICTIM One report per victim	OFFICIAL CONTACTED - NAME AND TITLE				TELEPHONE				
	NAME (LAST, FIRST, MIDDLE)				BIRTHDATE OR APPROX. AGE	SEX ETHNICITY			
	ADDRESS Street City Zip				TELEPHONE				
	PRESENT LOCATION OF VICTIM		SCHOOL		CLASS	GRADE			
	PHYSICALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		DEVELOPMENTALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		OTHER DISABILITY (SPECIFY)				
	PRIMARY LANGUAGE SPOKEN IN HOME								
	IN FOSTER CARE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: <input type="checkbox"/> DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> FAMILY FRIEND <input type="checkbox"/> GROUP HOME OR INSTITUTION <input type="checkbox"/> RELATIVE'S HOME		TYPE OF ABUSE (CHECK ONE OR MORE): <input type="checkbox"/> PHYSICAL <input type="checkbox"/> MENTAL <input type="checkbox"/> SEXUAL <input type="checkbox"/> NEGLECT <input type="checkbox"/> OTHER (SPECIFY)				
	RELATIONSHIP TO SUSPECT		PHOTOS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK				
D. INVOLVED PARTIES	VICTIM'S SIBLINGS								
	NAME		BIRTHDATE	SEX	ETHNICITY	NAME	BIRTHDATE	SEX	ETHNICITY
	1. _____					3. _____			
	2. _____					4. _____			
	VICTIM'S PARENTS/GUARDIANS								
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY			
	ADDRESS Street City Zip		HOME PHONE		BUSINESS PHONE				
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY			
ADDRESS Street City Zip		HOME PHONE		BUSINESS PHONE					
SUSPECT	SUSPECT'S NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY			
	ADDRESS Street City Zip		TELEPHONE						
	OTHER RELEVANT INFORMATION								
E. INCIDENT INFORMATION	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX <input type="checkbox"/> IF MULTIPLE VICTIMS, INDICATE NUMBER: _____								
	DATE/TIME OF INCIDENT		PLACE OF INCIDENT						
	NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incident's involving the victim(s) or suspect)								

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code section 11169 to submit to DOJ a Child Abuse or Severe Neglect Indexing Form BCIA 8583 if (1) an active investigation was conducted and (2) the incident was determined to be substantiated.

4b. SCAR Form Instructions



STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
Page 2 of 2

SUSPECTED CHILD ABUSE REPORT (Pursuant to Penal Code section 11166)

DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM BCIA 8572

All Penal Code (PC) references are located in Article 2.5 of the California PC. This article is known as the Child Abuse and Neglect Reporting Act (CANRA). The provisions of CANRA may be viewed at: <http://leginfo.ca.gov/faces/codes.xhtml> (specify "Penal Code" and search for sections 11164-11174.3). A mandated reporter must complete and submit form BCIA 8572 even if some of the requested information is not known. (PC section 11167(a).)

I. MANDATED CHILD ABUSE REPORTERS

Mandated child abuse reporters include all those individuals and entities listed in PC section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE ("DESIGNATED AGENCIES")

Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), the county probation department (if designated by the county to receive mandated reports), or the county welfare department. (PC section 11165.9.)

III. REPORTING RESPONSIBILITIES

Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected incident of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof *within 36 hours* of receiving the information concerning the incident. (PC section 11166(a).)

No mandated reporter who reports a suspected incident of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA. Any other person reporting a known or suspected incident of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by CANRA unless it can be proven the report was false and the person knew it was false or made the report with reckless disregard of its truth or falsity. (PC section 11172(a).)

IV. INSTRUCTIONS

SECTION A – REPORTING PARTY: Enter the mandated reporter's name, title, category (from PC section 11165.7), business/agency name and address, daytime telephone number, and today's date. Check yes/no whether the mandated reporter witnessed the incident. The signature area is for either the mandated reporter or, if the report is telephoned in by the mandated reporter, the person taking the telephoned report.

IV. INSTRUCTIONS (continued)

SECTION B – REPORT NOTIFICATION: Complete the name and address of the designated agency notified, the date/time of the phone call, and the name, title, and telephone number of the official contacted.

SECTION C – VICTIM (One Report per Victim): Enter the victim's name, birthdate or approximate age, sex, ethnicity, address, telephone number, present location, and, where applicable, enter the school, class (indicate the teacher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes/no box to indicate whether the victim may have a developmental disability or physical disability and specify any other apparent disability. Check the appropriate yes/no box to indicate whether the victim is in foster care, and check the appropriate box to indicate the type of care if the victim was in out-of-home care. Check the appropriate box to indicate the type of abuse. List the victim's relationship to the suspect. Check the appropriate yes/no box to indicate whether photos of the injuries were taken. Check the appropriate box to indicate whether the incident resulted in the victim's death.

SECTION D – INVOLVED PARTIES: Enter the requested information for Victim's Siblings, Victim's Parents/Guardians, and Suspect. Attach extra sheet(s) if needed (provide the requested information for each individual on the attached sheet(s)).

SECTION E – INCIDENT INFORMATION: If multiple victims, indicate the number and submit a form for each victim. Enter date/time and place of the incident. Provide a narrative of the incident. Attach extra sheet(s) if needed.

V. DISTRIBUTION

Reporting Party: After completing form BCIA 8572, retain a copy for your records and submit copies to the designated agency.

Designated Agency: *Within 36 hours* of receipt of form BCIA 8572, the initial designated agency will send a copy of the completed form to the district attorney and any additional designated agencies in compliance with PC sections 11166(j) and 11166(k).

ETHNICITY CODES

1 Alaskan Native	6 Caribbean	11 Guamanian	16 Korean	22 Polynesian	27 White-Armenian
2 American Indian	7 Central American	12 Hawaiian	17 Laotian	23 Samoan	28 White-Central American
3 Asian Indian	8 Chinese	13 Hispanic	18 Mexican	24 South American	29 White-European
4 Black	9 Ethiopian	14 Hmong	19 Other Asian	25 Vietnamese	30 White-Middle Eastern
5 Cambodian	10 Filipino	15 Japanese	21 Other Pacific Islander	26 White	31 White-Romanian

5. Suspension and Expulsion Board Policies

Suspension And Expulsion/Due Process

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-8 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and

administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

[AR5144.1 Suspension And Expulsion Due Process](#)

5a. Expulsion Guidelines

Must Recommend Expulsion (Mandatory Expulsion)	Must Recommend Expulsion (Expulsion Discretionary)	May Recommend Expulsion (Expulsion Discretionary)
<p>Act must be committed at school or school activity. EC section 48915(c)</p> <ol style="list-style-type: none"> 1. Firearm <ol style="list-style-type: none"> a. Possessing firearm when a district employee verified firearm possession and when student did not have permission from a certificated employee which is concurred with by the principal or designee. b. Selling or otherwise furnishing a firearm. 2. Brandishing a knife at another person. 3. Unlawfully selling a controlled substance listed in Health & Safety Code Section 11053 et. seq. 4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of EC 48900 or committing sexual battery as defined in subdivision (n) of 48900. 5. Possession of an explosive 	<p>Act must be committed at school or school activity. EC Section 48915(a) states that an administrator shall recommend expulsion for the following violations [except for subsections (c) and (e)] unless the administrator finds that expulsion is inappropriate due to a particular circumstance.</p> <ol style="list-style-type: none"> 1. Causing serious physical injury to another person, except in self-defense. EC Section 48915 (a)(1). 2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil. EC Section 48915(a)(2). 3. Possession and/or use of any substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for possession of not more than one avoirdupois ounce of marijuana other than concentrated cannabis. 4. Robbery or extortion. EC Section 48915(a)(4). 5. Assault or battery, or threat of, on a school employee. <p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> 1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. 2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)]. 	<p>Acts committed at school or school activity or on the way to and from school or school activity. EC 48900</p> <ol style="list-style-type: none"> a1. Caused, attempted to cause, or threatened to cause physical injury 2 Willfully used force or violence upon the person of another, except in self-defense b Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object c Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of a controlled substance d Unlawfully offered, arranged, or negotiated to sell a controlled substance e Committed or attempted to commit a robbery or extortion f Caused or attempted to cause damage to school or private property g Stole or attempted to steal school property or private property h Possessed or used tobacco, or products containing tobacco I Committed an obscene act or engaged in habitual profanity or vulgarity J Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia * k Disrupted school activities (*cannot suspend students grade 3 & below for “k” - cannot expel student in any grade level for “k”) l Knowingly received stolen school property or private property m Possessed an imitation firearm n Committed or attempted to commit a sexual assault o Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding p Unlawfully offered, arranged, negotiated to sell or sold the prescription drug Soma q Engaged in, or attempted to engage in hazing

		<p>r Engaged in an act of bullying</p> <p>t A Pupil who aids or abets the infliction or attempted infliction of physical injury to another person</p> <p>48900.2 Pupil has committed sexual harassment</p> <p>48900.3 Pupil caused, attempted to cause, threatened to cause or participated in an act of hate violence</p> <p>48900.4 Pupil has intentionally engaged in harassment, threats, or intimidation directed against school personnel or pupil that is sufficiently severe or pervasive to have the actual and reasonably anticipated effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or pupils by creating an intimidating or hostile environment</p> <p>48900.7 Pupil has made terroristic threats against school officials or school property, or both</p> <p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> 1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. 2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)]
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5b. Notification of Teachers

Board Policy 4112.9, 4212.9, 4312.9 (a)

Employee Notifications

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

[E 4112.9, 4219.9, 4319.9 Employee Notifications](#)

6. Nondiscrimination and Harassment Policies

6a. Sexual Harassment Policy

[Board Policy 4119.11, 4219.11, 4319.11](#)

Sexual Harassment

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.

Definitions

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, 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 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.

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
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

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

Training

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 newly hired employees and employees promoted 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)

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 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 concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
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
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged 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 regulations, which they shall read and acknowledge that they have received.

12. 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)

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 the school year or whenever a new employee is hired (Education Code 231.5)
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 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.

Assistant Superintendent Human Resources
5801 Conifer Dr.
Oak Park, CA 91377
818-735-3207

6b. Bullying Board Policy

[Board Policy 5131.2](#)

Online Bullying Prevention Training Programs can be accessed on the CDE bullying Publication and Resources web page at: <https://www.cde.ca.gov/ls/ss/se/bullyres.asp>

Bullying

The Governing Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the

involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee

shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intra district or interdistrict transfer, as applicable.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

6c. Hate Motivated Behavior Board Policy

[Board Policy 5145.9](#)

Hate-Motivated Behavior

The Governing Board is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, or any other type of behavior that is motivated by hate.

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real 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 any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents in a timely manner when they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote an environment where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on the development of effective prevention strategies and response plans, provision of assistance to students affected by hate-motivated behavior, and/or education of students who have perpetrated hate-motivated acts.

The district shall provide students with age-appropriate instruction that:

1. Includes the development of social-emotional learning
2. Promotes an understanding, awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society
3. Explains the harm and dangers of explicit and implicit biases
4. Discourages discriminatory attitudes and practices
5. Provides strategies to manage conflicts constructively

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

The Superintendent or designee shall provide staff with training that:

1. Promotes an understanding of diversity, equity, and inclusion
2. Discourages the development of discriminatory attitudes and practices
3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods
4. Supports the prevention, recognition, and response to hate-motivated behavior
5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
6. Includes effective enforcement of rules for appropriate student conduct

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident shall be provided to students, staff, and parents/guardians.

This policy shall be posted in a prominent location on the district's website in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

Complaints

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, the staff member shall also contact law enforcement.

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is encouraged to report the incident to a teacher, the principal, the district's compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures or other applicable procedure. If during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

7. School-wide Dress Code

Brookside Dress Code

Student attire and grooming must permit the student to participate in learning without posing a risk to the health or safety of any student or school district personnel. The responsibility for the dress and grooming of a student rests primarily with the student and their parents or guardians. Parents or guardians are responsible for ensuring student compliance with the school dress code. Students are responsible for complying with the dress code during school hours and school activities. It is important that the student comes to school dressed appropriately for all outdoor physical activities.

- Students must wear clothing that includes both a shirt with pants or skirt, or the equivalent (for example dresses, shorts, or leggings) and shoes appropriate for physical movement and physical education classes.
- No flip flops, open toe, open heel, or heeled shoes over one inch. Comfortable and flexible street shoes or tennis shoes are suggested.
- Clothing must cover the chest, back, buttocks, and torso.
- Clothing must opaquely cover private parts and any undergarments at all times (see-through clothing, mesh, or transparent materials do not meet this requirement).
- Tops or shirts must have the minimum of a strap over each shoulder that keeps the top in place to meet the above requirements.
- Clothing may not depict, advertise or advocate the use of firearms, alcohol, tobacco, marijuana or other controlled substances.
- Clothing may not use or depict hate speech targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation or any other protected classification.
- Students may not wear clothing and accessories that feature offensive images or language including profanity, pornography, vulgarities, or defamatory language as determined by the school principal or their administrative designee.
- Students are encouraged to wear hats and visors outdoors to provide sun protection. Hats or visors may not be worn indoors, with the exception of religious, ethnic, or culturally specific head coverings.
- Dangling earrings or elaborate jewelry are not permitted due to safety concerns during physical activity and play.

If a student requires support from school staff in abiding by dress code requirements, this support shall be provided in the least restrictive and disruptive manner possible. Administration and enforcement of the dress code will be gender neutral. In the case that a student is unable to abide by the dress code policy, school provided garments may be loaned to the student until the parent or guardian is able to provide appropriate clothing.

[BP 5132 Dress And Grooming](#)

8. Safe Ingress and Egress Procedures

8a. Safe routes to school (pedestrian, vehicle, bicycle, traffic safety)

School and district staff are dedicated to ensuring the safety of students, staff and parents/ guardians going to and from school.

Designated emergency exit routes are defined in the Emergency Operations Plan. In case an accident, fire, earthquake or other emergency affects our regular evacuation routes, school staff is responsible for directing students to a safe, alternative exit route. Students must remain on campus, under staff supervision. In case of emergency, students must be retained until they can be released to either a parent or an authorized emergency contact.

Emergency scenarios that students need to be prepared for:

- Walking to school: Students should continue walking to school.
- Walking home: Students should continue walking home
- In the neighborhood: Students should return home or go to a pre-designated alternate home.
- Waiting for a bus: Students should return home or go to a pre-designated alternate home.
- On a school bus on the way to a field trip: The driver will return to the school when it is safe.
- During a field trip: The teacher will find safe shelter at that location until it is safe to return to the school.
- On a school bus returning to school from a field trip: the driver will continue to school when it is safe to do so.

TRAFFIC SAFETY

Children's safety is everyone's responsibility. The following procedures have been developed to provide a safe and efficient way to get all of our students to and from school safely each day. We thank you now for your cooperation. Please respect traffic and parking signs surrounding the school. Note that there are "no parking" and "no stopping" zones in front of the school and on adjacent streets. In addition, crosswalks and crossing guards should be respected at all times. Please support our parent helpers. Please note that the parking lot is for staff members only. Parking by non-staff is not permitted.

MORNING DROP-OFF IN PARKING LOT – 7:45 am to 8:20 am

- Please only drop off children in the designated drop-off zone.
- Please do not hold up traffic in the parking lot or drop-off zone; if you need to stop, please exit the lot and find a legal parking space.
- Students may not be dropped off before 7:45 am each morning (unless registered for the OPUSD Extended Care Program).
- Students should have lunchboxes and backpacks in hand as you enter the lot (lunches and bags/backpacks should not be kept in the trunk of the car).
- The driver or other adult should not exit the car to assist the student/s.
- Students must exit the car on the right-side of the car ONLY.
- Drop off at the yellow curb in the drop-off zone ONLY in the parking lot.
- Please adhere to the directions/reinforcements given by staff members during the drop off.

PICK UP PROCEDURES:

- The parking lot is CLOSED after school (except on Wednesdays).
- TK/Kindergarten students meet at the Kindergarten gate.
- 1st grade meets at the bench on the right side of the flagpole (when facing the school)
- 2nd grade meets at the flagpole at the front of the school

- 3rd-5th grade students meet at tree on the left side of the flagpole beside the kindergarten gate (when facing the school) or other designated location determined by parent

Please remember to:

- Be patient and treat everyone with respect – Use the crosswalk and respect the crossing guard. Make sure that you park on the street.
- Slow down—don't be in a hurry around the school.

TRAFFIC VIOLATIONS

Violators of these traffic safety rules will be warned and reminded by our volunteers and school personnel. Be advised, the Highway Patrol makes unannounced checks of the area as well.

- Using a cell phone or other electronic device while driving in the school parking lot or in surrounding areas.
- Parking or stopping for a long period of time in a red or drop-off zone.
- Double parking or dropping off students in the street or between cars.
- Parking in a "Handicapped" space without proper signage.
- Parking in a "Reserved" parking space.
- Parking in the staff parking lot.
- Driving in an unsafe manner (no U-turns, no speeding), no use of portable electronics.
- Parking or driving in the fire lane or in driveways.
- Disrespect toward our staff or volunteers while going through the parking lot.
- DO NOT exit your vehicle when dropping off your child(ren). Do not leave your car unattended.

BICYCLE RULES AND REGULATIONS

The following rules will be enforced regarding riding bicycles, skateboards, skates and inline skates to and from school.

- Students may not ride skates, scooters, inline skates, or skateboards to school or use them on the campus at any time, including after school, weekends, holidays, and vacations.
- Only students in grades 3 and above may ride bicycles to school and only after turning in a signed bicycle agreement.
- All students riding a bicycle must wear a certified helmet. They must also wear it correctly and fasten it correctly. It is the parents' responsibility to ensure this. This is not only a school rule but a DMV rule as well. If a student rides a bicycle to school without a helmet, parents may be called to bring one or to collect the bicycle and the student at dismissal time.
- Bicycles must be walked once the student enters the campus and be secured in the bike racks with a lock.
- A student riding a bike may not have a passenger.
- Students are expected to ride safely at all times. Curb jumping, trick riding, or wheelies are not permitted. Use bike lanes when possible. Students must ride in the same direction as traffic and as far to the right as possible. Bicycles are required to follow all traffic rules that affect motor vehicles including all road signs and signals. Parents: please obtain a copy of the DMV handbook and go over the section on bicycles with your child before allowing them to ride to school. Bikes should always be walked across large intersections, especially on Kanan Road.
- Do not ride your bike to school on wet or rainy days.
- Riding to school is a privilege many students enjoy. Students who demonstrate a disregard for these rules and regulations may receive appropriate disciplinary consequences or loss of the privilege.

All students and parents who ride bicycles to school are encouraged to obey the California laws as followed:

- Wear a properly fitted and fastened bicycle helmet that meets national standards.
- Keep hands on the handlebars.
- One person per bicycle, unless it is a tandem bicycle.
- Ride in the same direction as traffic.
- Always walk your bicycle when crossing crosswalks.

8b. Visitor Access to School Campus

We maintain a closed campus. Our perimeter gates are secured when school is in session. Visitors must check in at our front office and present their driver's license or valid ID. Our school visitor management system eliminates uncertainty and helps us know precisely who is on campus. By scanning each visitor's ID, each visitor's information is screened against the sex offender registry and custom databases, including those with custody orders and banned visitor status. The system instantly alerts school officials if a visitor is flagged as a security risk. Visitor management systems automatically capture and store visitor data, enabling schools to create security-focused reports for analytical and investigative purposes. Visitors receive a temporary visitor's badge. This badge is to be worn where it can be easily seen. When leaving, volunteers must sign out. This is for the safety of students and volunteers in the event of an emergency. Campus supervisors are present wherever students are on the playground. They also patrol the campus throughout the day to prevent unauthorized access.

9. Ensuring a Safe and Orderly Environment

COMPREHENSIVE SCHOOL SAFETY PLAN

The number one priority of Brookside staff is the health and safety of all students. To that end, the school maintains strict sign-in procedures and has consistent monitoring of the school campus via campus supervisors and security cameras. Brookside has a safety plan and supplies to handle emergencies. Drills are held with staff and students to be prepared in the event of an emergency. In the event of a disaster, school is one of the safest places for your child. We will first evacuate, then account for, then begin releasing students. Parents/Guardians or designated contacts should pick students up from the east end of the field, from the Student Release Station. All students must be checked out through the Student Release station. Runners will be sent for your child and your child must be signed out. Students will only be released to an individual on the disaster/emergency release form. We need to have a record of who has signed each

PLAYGROUND RULES

Our school playgrounds are places of recreation and enjoyment. Students are learning how to get along with others through expectations that they will demonstrate sportsmanship, sharing, courtesy, etc. The playground and field areas should be safe, orderly places where children can interact positively with each other in a cooperative spirit. Students are expected to observe the following rules:

- Students are to remain on the school grounds at all times. The parking lot and park are off limits. Only

with the permission of school officials may students leave the school grounds.

- All games are "open". This means that all students may participate in any game at any time, provided that they observe all other playground rules.
- Students must play by the accepted rules of the game, and may not change the rules once the game has begun.
- Deliberate interference with games is not permitted.
- Students should keep their hands and feet to themselves.
- In the event of a disagreement over a game as to whether a player is "out" or not, the students playing the game are to vote to reach fair decisions. Students who continue to play unfairly are to be reported to the yard supervisor.
- Games involving tackling, pushing, or rough play are not permitted.
- Students may not throw sand, dirt, or objects at other students. Spitting is not allowed, for any reason.
- Flips off bars are prohibited.
- Inline skates, roller skates, skateboards, and scooters are not allowed on campus.
- Equipment is to be used correctly. Balls are not to be kicked (except soccer balls).
- Balls are not to be bounced in the halls or against the buildings.
- Students are not to climb on or pull on trees and shrubs or walk in planters, hedge areas or benches.
- Students are not to bring toys, handheld electronic games, or unauthorized electronics. Pocket knives, matches, cigarettes, lighters, fireworks, and weapons are prohibited by law (and will result in suspension and possible expulsion). This includes any replica or look alike.
- Students may not wander around the campus or interrupt other classes during recess. Students should not be in a classroom unattended or any area of the school grounds that is not supervised by a school official. Students should ask for permission from their teacher or yard supervisor before coming to the office during school hours.
- Students are to use the restrooms designated for their grade levels only.
- Food and snacks must be eaten in the designated areas and not carried onto the playground or field. Gum, canned soft drinks, and glass bottles are not allowed at school.
- Students may not use any type of profanity or derogatory language.
- Students may not argue or be disrespectful with Campus Supervisors.

DISRUPTIONS

Any individual who disrupts or threatens to disrupt school/office operations; threatens the health and safety of students or staff; willfully causes property damage; uses loud and/or offensive language which could provoke a violent reaction; harasses staff with frequent and abusive emails; or who has otherwise established a continued pattern of unauthorized entry on School District property, will be directed to leave school or school district property promptly by the Superintendent, principal or designee. If any member of the public uses obscenities or speaks in a demanding, loud, insulting and/or demeaning manner, the administrator or employee to whom the remarks are directed will calmly and politely admonish the speaker to communicate civilly. If corrective action is not taken by the abusing party, the district employee will verbally notify the abusing party that their participation in the meeting, conference or telephone conversation is terminated and, if the meeting or conference is on district premises, the offending person will be directed to leave promptly. When an individual is directed to leave under the above circumstances, the Superintendent, principal or designee shall inform the person that they will be guilty of a misdemeanor in accordance with California Education Code 44811 and Penal Codes 415.5 and 626.7 if they re enter any district facility within 30 days after being directed to leave, or within seven days if the person is a parent/guardian of a student attending that school. If an individual refuses to leave upon request or returns before the applicable period of time, the Superintendent, principal or designee may notify law enforcement officials. (cf. 5131.4 Campus Disturbance)

If a parent has a concern about any student at the school, they are asked to address the concern with the teacher or principal. Parents should never address a concern directly with any student.

Preventative measures:

- Our Tiger BEST behavior expectations create a positive, structured, predictable and safe environment for all students
- We establish & maintain positive relationships so all students feel a sense of belonging and connection to school
- We maintain rigorous, effective instruction to teach students academic, social, emotional and behavioral skills that enable school and life success
- We promote student ownership to cultivate a sense of purpose, positive mindset and motivation
- Make sure all student receive the supports they need to be successful (equity based framework)

9a. Site Discipline Procedures

DISCIPLINE PROCEDURES

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

The Oak Park Unified School District supports a "Progressive Discipline Policy" and associated practice because this approach provides a logical, escalating sequence to consequences while informing students and parents at the earliest level where intervention might be employed. An exception for implementing progressive discipline will be for more serious offenses, which require immediate suspension and mandatory expulsion by law.

The overwhelming majority of students at Brookside do a wonderful job of following school rules and making their classrooms an effective place for learning. High expectations, supportive parents, firm and fair rules at school, and students that understand their role in school all help to create a productive learning environment.

All discipline at Brookside is based on a balance of positive reinforcement and consequences. The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior. To view the Board Policy on Discipline in its entirety click on this link [Board Policy 5144](#)

When necessary all OPUSD schools utilize the student information system to record student behavior and disciplinary incidents. Although positive reinforcement is our primary tool, consequences will result for negative behavior and violations of classroom and school rules.

The following procedures will be implemented when school, playground, or classroom rules have been violated:

Warning:

Students will usually be warned regarding the violation of a rule on the first offense. Warnings will not be given regarding fighting, theft, destruction of property, or defiance. Consequences will immediately result from these offenses.

Consequences:

After a warning the yard supervisor, teacher, or other appropriate adult will issue a consequence that fits the offense, such as benching during recess or lunch. The teacher may call or email home.

Referral to Principal:

If the offense is serious, or if the same offense has occurred before, the student may be referred to the principal. All students will be given an opportunity to offer an explanation of their actions. The principal will call necessary witnesses, weigh the facts, make a judgment on the matter, and assign consequences. Punishment may include behavior contracts, loss of recess or privileges, after-school detention, in-school suspension, or formal suspension from school. Upon referral to the principal, parents will be notified.

Suspension:

Except when otherwise permitted by law, a student may be suspended or expelled only when their behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During lunch period, whether on or off the school campus - (cf. 5112.5 - Open/Closed Campus)
4. During, going to, or coming from a school-sponsored activity

Teachers may suspend a child from their classroom for a period of one day; in this case, the students will remain in the school office or another designated area. The principal or designee may suspend a child for up to five consecutive days during which the child will remain at school or at home. In all situations regarding formal suspension, parents will be required to attend a conference. A district policy that includes due process has been established regarding all suspensions. To view this policy click on this link [BP 5144.1](#)

FIGHTING

No fighting will be tolerated at Brookside. In situations involving fighting, all students who participate or encourage the act will receive a consequence. Circumstances will be considered regarding the severity of the consequences. Parents must not encourage their children to fight at school. Students who feel compelled to fight because of another student's harassment, must report the situation immediately to one of the school authorities.

SEXUAL HARASSMENT

Respecting and Celebrating Diversity

Respect for all racial and ethnic groups is required at all times. Students will not make remarks, slurs, innuendoes, jokes, etc. related to a person's disability, gender, gender identity, gender expression, nationality, immigration status, race or ethnicity, religion, sexual orientation, or any other characteristic. These remarks made in general or directed toward another child, adult, or family will not be tolerated. Students who make such remarks are subject to suspension or other consequences.

Discrimination & Harassment

Brookside is committed to providing a safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation religious belief, age, disability, or any other physical or cultural characteristics.

Brookside does not tolerate any type of harassment, speech, violence, or acts that cause a hostile environment. As such, consequences and/or disciplinary means are instituted for any such behavior. Importantly, school staff prioritizes the protection and healing of the targets of such acts.

Sexual Harassment

Any student who engages in the sexual harassment of anyone in or from the district may be subject to disciplinary action up to and including expulsion. Any student who feels that they are being harassed should immediately contact the principal. Each complaint of sexual harassment shall be promptly investigated in a way that respects the privacy of all parties concerned. Besides the more obvious forms of sexual harassment that are more common among adults and adolescents, children at the elementary level are capable of other forms as noted below:

- Sexual slurs, threats, verbal abuse, derogatory comments, or sexually degrading descriptions.
- Graphic verbal comments about an individual's body, or overly personal conversation.
- Sexual jokes, stories, drawings, pictures, or gestures.
- Spreading sexual rumors.
- Displaying sexually suggestive objects in the educational environment. The district's complete sexual harassment policy will be available to all parents/guardians at the beginning of each school year.

SEARCH AND SEIZURE

School officials may search individual students, their property or district property under their control, when there is a reasonable suspicion that the search will uncover evidence that they are violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include, but are not limited to, lockers, purses, backpacks, student vehicles parked on district property, cellular phones, or other electronic communication devices. Any search of a student, their property, or district property under their control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation. All student lockers and desks are the property of the district.

BULLYING

There are many interactions that take place between students and we strive to create a school culture in which the vast majority of these interactions are positive for the individuals involved. Monthly character development topics, in-classroom counseling lessons, whole school events, and targeted character development curriculums are a few of the elements of our positive school culture instruction.

Cases of suspected bullying or targeted aggression should be reported to adults at the school site as soon as possible so that steps can be taken to stop this behavior. School personnel will work closely with students and parents to solve problems and develop plans so that both targets and aggressors get the help they need to feel safe and comfortable at our schools.

Additionally, suspected bullying or targeted aggression can be reported via our online Suspected Bullying/Aggression Report form, available on our “Counseling Corner” website. We define bullying as aggression which is hurtful (either physically, verbally, or relationally); demonstrates an unequal power differential between the aggressor and the target; and is repeated over time.

Interactions reported through our Suspected Bullying/Aggression Report form BES Report It! will be investigated in the following manner and the reporting party will receive communication throughout the process as well as information at the conclusion of our investigation.

1. District office, school principal, and applicable staff or outside agencies will be informed of the reporting party’s concern.
2. Alleged aggressor’s parents will be informed of the complaint.
3. Both students will be interviewed.
4. Both target(s) and aggressor(s) will speak with the counselor for support and assessment.
5. Teachers and any other involved staff (playground supervisors, etc.) may be interviewed.
6. Student witnesses may be interviewed.
7. Observations will take place during the school day.
8. A safety plan will be initiated when warranted.
9. A final determination of findings will be made and communicated to the reporting parent, the parents of the alleged aggressor, and the district office.

CYBERBULLYING – Willful and repeated harm inflicted through the use of computers, cell phones, and other electronic devices is considered cyberbullying. Cyberbullying may be addressed with disciplinary action. Please see [BP 6163.4 Student Use of Technology](#), and carefully read the [OPUSD Student Technology Acceptable Use Policy](#).

Cell Phones and Electronic Equipment:

We strongly recommend that elementary students do not bring cell phones or other electronic equipment to school. This includes smart watches or other devices with the capacity to function as a communication device. Students will be allowed access to a school telephone when necessary and appropriate. If cell phones and/or smart watches are brought to school, they must remain completely turned off (not just silenced) and must remain in the student’s backpack at all times during the school day. Cell phones may only be used before and after school. In an emergency, parents will be contacted using the school

telephones, not the child's cell phone, and students might not be able to access their personal cell phones. Many electronic devices can have tremendous educational value. Some devices such as laptops, tablets, or similar devices may be brought to school, but only with the permission of the student's teacher and parent. (See also OPUSD Student Technology Acceptable Use Policy as explained above.) Any electronic items brought to school are brought at student's and parent's own risk. These items can be easily lost, damaged, or destroyed and are costly to replace.

Multi-Tiered Systems of Support for Behavior:

- Data is used to help track progress and identify areas to target for intervention
- Discipline referral Processes & Procedures are Consistent and equitable throughout the school
- Tiger BEST Expectations and Behavior Flow Chart are used school-wide
- Tiger Best **Expectations & Rules** in settings across campus to are taught to ensure students understand appropriate behavior in each school setting
- Tiger BEST tickets and Reward System are used to encourage and model appropriate behavior.
- Effective and equitable consequences are used to discourage inappropriate behavior
- Monthly Tiger BEST meetings are held to support positive behavior interventions and supports

9b. Discipline Board Policy

[Board Policy 5144](#)

Discipline

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed support; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

The Oak Park Unified School District supports a “Progressive Discipline Policy” and associated practice because this approach provides a logical, escalating sequence to consequences while informing students and parents at the earliest level where rehabilitation might be employed. An exception for implementing progressive discipline will be for more serious offenses, which require immediate suspension and mandatory expulsion by law.

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

[AR5144 Discipline](#)

10. Guidelines for roles and responsibilities of mental health professionals, school counselors community intervention professionals, school resource officers, police officers on campus:

Each of the schools in the Oak Park Unified School District have access to school psychologists and school counselors. Each of these professionals have designated roles and responsibilities.

- **School Psychologists** - While school psychologists have the primary function of assessing students for special education, they also help support the social-emotional health of our students. They are often called to assist with risk/threat assessments.

- **School Counselors** - School Counselors provide both group and one-on-one counseling for our students. They make presentations in our classrooms on topics such as emotional regulation and peer acceptance. They also help to triage situations when a student/students are in an emotionally vulnerable situation. Students may be referred to a counselor by a teacher or an administrator. At the secondary school level, students may drop in to their counselor's office to discuss their needs and/or challenges.
- **School Social Workers** - Social workers are not assigned to OPUSD schools, but are connected through Ventura County Behavioral Health. They are available to assist site based counselors and administrators in providing information on community resources to students. Social workers also provide more intensive social-emotional counseling services to our students when the school counselors are unable to provide the services needed by the students.
- **School Resource Officers** - OPUSD does not have school Resource Officers, however, we have a very close partnership with the Ventura County Sheriff's Department and in need access local Resource Officers stations in neighboring school districts.

11. Disaster Procedures, Routines & Emergency Operations Plan (EOP)

Please refer to the school site Emergency Operations Plan (EOP) for more detailed information which is incorporated by this reference. The EOP is updated yearly.

Emergency Operations Plan (EOP) addresses all types of emergencies including but not limited to earthquakes, fire/evacuation, bomb, bioterrorism, hazmat, flood power failure and tactical responses to active assailants on campus. The EOP is reviewed by each site annually including the staff "Emergency Operation Assignments". Staff are assigned to emergency response teams at the beginning of each school year. Assignments and staff contact information are updated annually. There are designated staff who are responsible for adaptations for students with special needs.

Staff members are trained in emergency response and management procedures that are reviewed yearly. School sites hold regular mandatory fire/evacuation, drop cover and hold and lockdown drills. Drill documentation is kept at each site and is shared with Risk Management. Risk Management maintains training and drill documentation for all school sites.

Each site has one or more Automated External Defibrillator(s) (AED's) and Bleeding Control Kits. Designated staff receive CPR and First Aid training and instruction on how to use the AEDs and the Bleeding Control Kits equipment.

Each classroom has the following emergency supplies: Emergency Action Plan Flip Charts, Emergency Go Bags, Lockdown kits, a case of water. A designated safety storage container houses school wide emergency supplies including First Aid, Search and Rescue, Incident Command, and Sanitation supplies. These supplies are inventoried and re-supplied each year as needed. Each school office keeps an updated copy of the Emergency Operation Plan, school roster, to assist staff during emergencies. School sites have access to food and other supplies on campus.

The OPUSD has an emergency communications system designed to allow schools to report their status during an emergency via computer, radio, cell phone and the district's internal phone system. Schools have hand-held radios for on-campus communications. Campus staff use a district- wide radio system to connect school sites to the district office. The District participates in and has communication capabilities with the Ventura County Sheriff and Ventura County Fire stations through satellite phones, data link, radio, and telephone.

Pursuant to Education Code 32282, the Oak Park Unified School District grants the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies.

The following information is confidential and will not be made public, but a hard copy of the entire plan with this information is available for review at the school site upon request:

1. Active Assailant plans: lock down, evacuation routes, off-campus reunification areas.
2. The numbers of students with special needs and what accommodations that are being provided for emergency procedures including: evacuation, drop and cover, and lockdown for active assailant



COMPREHENSIVE SCHOOL SAFETY PLAN

2022-2023

In compliance with
California Ed Code §§ 32280 - 32289

1002 Doubletree Rd. Oak Park, CA 91377

The Oak Park Unified School District (OPUSD) Comprehensive School Safety Plan per California Education Code Section 32281 is developed by a School Site Council (SSC) or a Safety Planning Committee. The Committees are made up of principal/designee, teacher, parent of a child who attends the school, classified employee, others. The plan shall be updated annually as required by EC Section 32281. The plan is to be approved by SSC and OPUSD Superintendent or designee.

Date Plan approved by site SSC - January 23, 2023

Date submitted to OPUSD District Office -February 13, 2023

Date Reviewed by Superintendent or Designee – February 24, 2023

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1. Introduction - Comprehensive School Safety Plan

California *Education Code* Sections 32280-32289 require each school site to annually review and update its school safety plan, which must be developed and written by a School Site Council (SSC) or its designated Safety Planning Committee in collaboration with teachers, classified staff, parents, law enforcement/first responders to ensure they are up-to-date and complete. Plans must be communicated to the public at a public meeting at the school site.

School Safety Plans must include:

1. Assessment of the current status of school crime committed on campus and at school-related functions.
2. An identification of appropriate strategies and programs that provide/maintain a high level of school safety.
3. Child abuse reporting
4. Suspension and expulsion policies and notification of teachers
5. Policies prohibiting discrimination, harassment, intimidation, and bullying
6. School dress code
7. The safe ingress and egress of students and visitor access to campus
8. Ensuring a safe and orderly school learning environment
9. School discipline procedures
10. Anti-Bullying training resources
11. Guidelines for Roles and responsibilities of counselors, mental health, school resource officers, police officers.
12. Disaster preparedness and earthquake emergency procedures: These are included in each school's Emergency Operations Plans (EOP) which is a separate document. The EOP will include procedures for tactical responses related to individuals with guns/active shooters on school campuses or events.
13. Procedures to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during an emergency.

Implementation and Review Timeline

MCMS Emergency Drills:

Date	Drill Type	Period/time
8/12/22	Lockdown	P. 2/9:30
9/13/22	Fire Drill	P. 6/1:05
10/20/22	CA Great Shakeout	9:45
11/16/22	Fire Drill	P. 3/11:05
12/15/22	Fire Drill	P. 7/2:20
1/13/23	Lockdown	unannounced
2/13/23	Fire Drill	unannounced
3/16/23	Fire Drill	unannounced
4/25/23	Fire Drill	unannounced

August

- Conduct indoor lockdown drill 1 Date: 8/12/22

September

- Review Second Steps curriculum at first staff meeting
- Train all staff and students on inside lock down procedures
- Review discipline and sexual harassment policies and procedure with staff
- Review school rules, dress code and sexual harassment policy with students Date: 8/10-8/12/22
- Review school rules, discipline and schedules with Campus Supervisors Date: 8/10-8/12/22
- Inform parents about lockdown drills and procedures: through parent square 9/13/22
- Conduct monthly fire drill Date: 9/13/22

October

- Discuss Comprehensive School Safety Plan with School Safety Committee
- Present Comprehensive School Safety Plan to the public
- Present Comprehensive School Safety Plan for approval to the School Site Council
- Review lockdown procedures with students
- Determine “safe zones” for lockdown and assign support staff to those zones
- Conduct Great California Shakeout Disaster Drill 1 Date: 10/20/22

November-December

- Meet with Campus Supervisors Date: 11/15/22, 12/12/22
- Conduct monthly fire drills Date: 11/16/22, 12/15/22

January-March

- Meet with Campus Supervisors Date: 1/23/23, 2/23/23, 3/23/23
- Conduct outdoor lockdown drill 2 Date: 1/13/23
- Conduct monthly fire drills Date: 2/13/23, 3/16/23

- Conduct Evacuation Drill
- Earthquake drop, hold, cover drill 2

Date:

Date:

April- June

- Review/modify Discipline Plan with Leadership Team and School Site Council
- Meet with Campus Supervisors
- Recognize students at academic assemblies
- Conduct lock down drill when students are outside of classroom 2
- Conduct monthly fire drills

Date: 4/10/23, 5/10/23

Date:

Date: 4/25/23

2. Assessment of School Crime -2022

CRIME REPORT TO INCLUDE:

1. Attendance rate 7% Chronic absenteeism [CA School Dashboard 2022 data](#)
2. Suspension Rate 0.8% Expulsion 0% [CA School Dashboard 2022 data](#)

OPUSD reports all crime to the East Valley Sheriff Department and utilizes the local patrol officers. School district personnel are also notified of any incidents where the police have been called to the school.

3. Appropriate Programs and Strategies that Provide School Safety

- Safe School Ambassadors/WEB mentors
- Positive Behavior Intervention Systems (PBIS)
- Medea Report It
- Wellness Center and Programs
- Safety Drill Practice and Assembly
- “See Something, Say Something” to a trusted adult
- Hiring and training additional and all campus supervisors
- Continue to build and have an ongoing relationship with Ventura County Sheriff
- Consult with safety consultant, Mr. Randy Pentis
- Provide staff with all safety trainings
- On-going walk-throughs and assessing campus safety and security

4. Child Abuse Reporting Procedures

According to legislation AB1432, all school staff have received annual training on the Mandated Reporting laws for school employees. All school staff members are considered “Mandated Reporters”.

A Mandated Reporter shall make a report whenever, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child who the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect (Penal Code 11166(a)).

Oak Park Unified School District mandated reporters shall report suspected child abuse or neglect to:

Child Protective Services – 24 hour hotline
Ventura County (805) 654-3200 or 1-800-754-7600
L.A. County (800) 540 - 4000
Or Call East Valley Sheriffs Department (805) 494-8200

Mandated reporters must then follow up with a written report *Suspected Child Abuse Report SCAR form 8572* which must be faxed or mailed to Child & Family Services **within 36 hours**:

Child & Family Services
4651 Telephone Road, Suite 300
Ventura, CA 93003

Send a copy of the report to OPUSD Director of Student Support and School Safety marked “Confidential”.

4a. Suspected Child Abuse Report Form SCAR



STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
Page 1 of 2

SUSPECTED CHILD ABUSE REPORT (Pursuant to Penal Code section 11166)

[Print Form](#)

[Clear Form](#)

To Be Completed by Mandated Child Abuse Reporters
PLEASE PRINT OR TYPE

CASE NAME: _____

CASE NUMBER: _____

A. REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE		MANDATED REPORTER CATEGORY	
	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS Street City Zip				DID MANDATED REPORTER WITNESS THE INCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
	REPORTER'S TELEPHONE (DAYTIME)		SIGNATURE		TODAY'S DATE	
B. REPORT NOTIFICATION	<input type="checkbox"/> LAW ENFORCEMENT <input type="checkbox"/> COUNTY PROBATION		AGENCY			
	<input type="checkbox"/> COUNTY WELFARE / CPS (Child Protective Services)					
	ADDRESS Street City Zip				DATE/TIME OF PHONE CALL	
C. VICTIM One report per victim	OFFICIAL CONTACTED - NAME AND TITLE				TELEPHONE	
	NAME (LAST, FIRST, MIDDLE)				BIRTHDATE OR APPROX. AGE	SEX ETHNICITY
	ADDRESS Street City Zip				TELEPHONE	
	PRESENT LOCATION OF VICTIM		SCHOOL		CLASS	GRADE
	PHYSICALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		DEVELOPMENTALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		OTHER DISABILITY (SPECIFY)	
	IN FOSTER CARE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: <input type="checkbox"/> DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> FAMILY FRIEND <input type="checkbox"/> GROUP HOME OR INSTITUTION <input type="checkbox"/> RELATIVE'S HOME		TYPE OF ABUSE (CHECK ONE OR MORE): <input type="checkbox"/> PHYSICAL <input type="checkbox"/> MENTAL <input type="checkbox"/> SEXUAL <input type="checkbox"/> NEGLECT <input type="checkbox"/> OTHER (SPECIFY)	
	RELATIONSHIP TO SUSPECT		PHOTOS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
D. INVOLVED PARTIES	VICTIM'S SIBLINGS					
	NAME		BIRTHDATE	SEX	ETHNICITY	NAME
	1. _____					3. _____
	2. _____					4. _____
	VICTIM'S PARENTS/GUARDIANS					
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY	
	ADDRESS Street City Zip		HOME PHONE		BUSINESS PHONE	
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY	
	ADDRESS Street City Zip		HOME PHONE		BUSINESS PHONE	
	SUSPECT					
SUSPECT'S NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY		
ADDRESS Street City Zip		HOME PHONE		TELEPHONE		
OTHER RELEVANT INFORMATION						
E. INCIDENT INFORMATION	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX <input type="checkbox"/> IF MULTIPLE VICTIMS, INDICATE NUMBER: _____					
	DATE/TIME OF INCIDENT		PLACE OF INCIDENT			
	NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incident's involving the victim(s) or suspect)					

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code section 11169 to submit to DOJ a Child Abuse or Severe Neglect Indexing Form BCIA 8583 if (1) an active investigation was conducted and (2) the incident was determined to be substantiated.

4b. SCAR Form Instructions



STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
Page 2 of 2

SUSPECTED CHILD ABUSE REPORT (Pursuant to Penal Code section 11166)

DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM BCIA 8572

All Penal Code (PC) references are located in Article 2.5 of the California PC. This article is known as the Child Abuse and Neglect Reporting Act (CANRA). The provisions of CANRA may be viewed at: <http://leginfo.ca.gov/faces/codes.xhtml> (specify "Penal Code" and search for sections 11164-11174.3). A mandated reporter must complete and submit form BCIA 8572 even if some of the requested information is not known. (PC section 11167(a).)

I. MANDATED CHILD ABUSE REPORTERS

Mandated child abuse reporters include all those individuals and entities listed in PC section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE ("DESIGNATED AGENCIES")

Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), the county probation department (if designated by the county to receive mandated reports), or the county welfare department. (PC section 11165.9.)

III. REPORTING RESPONSIBILITIES

Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected incident of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof *within 36 hours* of receiving the information concerning the incident. (PC section 11166(a).)

No mandated reporter who reports a suspected incident of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA. Any other person reporting a known or suspected incident of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by CANRA unless it can be proven the report was false and the person knew it was false or made the report with reckless disregard of its truth or falsity. (PC section 11172(a).)

IV. INSTRUCTIONS

SECTION A – REPORTING PARTY: Enter the mandated reporter's name, title, category (from PC section 11165.7), business/agency name and address, daytime telephone number, and today's date. Check yes/no whether the mandated reporter witnessed the incident. The signature area is for either the mandated reporter or, if the report is telephoned in by the mandated reporter, the person taking the telephoned report.

IV. INSTRUCTIONS (continued)

SECTION B – REPORT NOTIFICATION: Complete the name and address of the designated agency notified, the date/time of the phone call, and the name, title, and telephone number of the official contacted.

SECTION C – VICTIM (One Report per Victim): Enter the victim's name, birthdate or approximate age, sex, ethnicity, address, telephone number, present location, and, where applicable, enter the school, class (indicate the teacher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes/no box to indicate whether the victim may have a developmental disability or physical disability and specify any other apparent disability. Check the appropriate yes/no box to indicate whether the victim is in foster care, and check the appropriate box to indicate the type of care if the victim was in out-of-home care. Check the appropriate box to indicate the type of abuse. List the victim's relationship to the suspect. Check the appropriate yes/no box to indicate whether photos of the injuries were taken. Check the appropriate box to indicate whether the incident resulted in the victim's death.

SECTION D – INVOLVED PARTIES: Enter the requested information for Victim's Siblings, Victim's Parents/Guardians, and Suspect. Attach extra sheet(s) if needed (provide the requested information for each individual on the attached sheet(s)).

SECTION E – INCIDENT INFORMATION: If multiple victims, indicate the number and submit a form for each victim. Enter date/time and place of the incident. Provide a narrative of the incident. Attach extra sheet(s) if needed.

V. DISTRIBUTION

Reporting Party: After completing form BCIA 8572, retain a copy for your records and submit copies to the designated agency.

Designated Agency: *Within 36 hours* of receipt of form BCIA 8572, the initial designated agency will send a copy of the completed form to the district attorney and any additional designated agencies in compliance with PC sections 11166(j) and 11166(k).

ETHNICITY CODES

1 Alaskan Native	6 Caribbean	11 Guamanian	16 Korean	22 Polynesian	27 White-Armenian
2 American Indian	7 Central American	12 Hawaiian	17 Laotian	23 Samoan	28 White-Central American
3 Asian Indian	8 Chinese	13 Hispanic	18 Mexican	24 South American	29 White-European
4 Black	9 Ethiopian	14 Hmong	19 Other Asian	25 Vietnamese	30 White-Middle Eastern
5 Cambodian	10 Filipino	15 Japanese	21 Other Pacific Islander	26 White	31 White-Romanian

5. Suspension and Expulsion Board Policies

Suspension and Expulsion/Due Process

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-8 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

[AR5144.1 Suspension And Expulsion_Due Process](#)

5a. Expulsion Guidelines

Must Recommend Expulsion (Mandatory Expulsion)	Must Recommend Expulsion (Expulsion Discretionary)	May Recommend Expulsion (Expulsion Discretionary)
<p>Act must be committed at school or school activity. EC section 48915(c)</p> <ol style="list-style-type: none"> 1. Firearm <ol style="list-style-type: none"> a. Possessing firearm when a district employee verified firearm possession and when student did not have permission from a certificated employee which is concurred with by the principal or designee. b. Selling or otherwise furnishing a firearm. 2. Brandishing a knife at another person. 3. Unlawfully selling a controlled substance listed in Health & Safety Code Section 11053 et. seq. 4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of EC 48900 or committing sexual battery as defined in subdivision (n) of 48900. 5. Possession of an explosive 	<p>Act must be committed at school or school activity. EC Section 48915(a) states that an administrator shall recommend expulsion for the following violations [except for subsections (c) and (e)] unless the administrator finds that expulsion is inappropriate due to a particular circumstance.</p> <ol style="list-style-type: none"> 1. Causing serious physical injury to another person, except in self-defense. EC Section 48915 (a)(1). 2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil. EC Section 48915(a)(2). 3. Possession and/or use of any substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for possession of not more than one avoirdupois ounce of marijuana other than concentrated cannabis. 4. Robbery or extortion. EC Section 48915(a)(4). 5. Assault or battery, or threat of, on a school employee. <p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> 1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. 2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)]. 	<p>Acts committed at school or school activity or on the way to and from school or school activity. EC 48900</p> <ol style="list-style-type: none"> a1. Caused, attempted to cause, or threatened to cause physical injury <ol style="list-style-type: none"> 2 Willfully used force or violence upon the person of another, except in self-defense b Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object c Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of a controlled substance d Unlawfully offered, arranged, or negotiated to sell a controlled substance e Committed or attempted to commit a robbery or extortion f Caused or attempted to cause damage to school or private property g Stole or attempted to steal school property or private property h Possessed or used tobacco, or products containing tobacco I Committed an obscene act or engaged in habitual profanity or vulgarity J Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia * k Disrupted school activities (*cannot suspend students grade 3 & below for “k” - cannot expel student in any grade level for “k”) l Knowingly received stolen school property or private property m Possessed an imitation firearm n Committed or attempted to commit a sexual assault o Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding p Unlawfully offered, arranged, negotiated to sell or sold the prescription drug Soma q Engaged in, or attempted to engage in hazing

		<p>r Engaged in an act of bullying</p> <p>t A Pupil who aids or abets the infliction or attempted infliction of physical injury to another person</p> <p>48900.2 Pupil has committed sexual harassment</p> <p>48900.3 Pupil caused, attempted to cause, threatened to cause or participated in an act of hate violence</p> <p>48900.4 Pupil has intentionally engaged in harassment, threats, or intimidation directed against school personnel or pupil that is sufficiently severe or pervasive to have the actual and reasonably anticipated effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or pupils by creating an intimidating or hostile environment</p> <p>48900.7 Pupil has made terroristic threats against school officials or school property, or both</p> <p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> 1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. 2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)]
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5b. Notification of Teachers

Board Policy 4112.9, 4212.9, 4312.9 (a)

Employee Notifications

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

[E 4112.9_4219.9_4319.9 Employee Notifications](#)

6. Nondiscrimination and Harassment Policies

6a. Sexual Harassment Policy

[Board Policy 4119.11, 4219.11, 4319.11](#)

Sexual Harassment

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.

Definitions

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, 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 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.

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
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

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

Training

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 newly hired employees and employees promoted 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)

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 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 concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
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
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged 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 regulations, which they shall read and acknowledge that they have received.

12. 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)

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 the school year or whenever a new employee is hired (Education Code 231.5)
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 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.

Assistant Superintendent Human Resources
5801 Conifer Dr.
Oak Park, CA 91377
818-735-3207

6b. Bullying Board Policy

[Board Policy 5131.2](#)

Online Bullying Prevention Training Programs can be accessed on the CDE bullying Publication and Resources web page at: <https://www.cde.ca.gov/ls/ss/se/bullyres.asp>

Bullying

The Governing Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee

shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intra district or interdistrict transfer, as applicable.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

6c. Hate Motivated Behavior Board Policy

[Board Policy 5145.9](#)

Hate-Motivated Behavior

The Governing Board is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, or any other type of behavior that is motivated by hate.

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real 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 any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents in a timely manner when they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote an environment where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on the development of effective prevention strategies and response plans, provision of assistance to students affected by hate-motivated behavior, and/or education of students who have perpetrated hate-motivated acts.

The district shall provide students with age-appropriate instruction that:

1. Includes the development of social-emotional learning
2. Promotes an understanding, awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society
3. Explains the harm and dangers of explicit and implicit biases
4. Discourages discriminatory attitudes and practices
5. Provides strategies to manage conflicts constructively

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

The Superintendent or designee shall provide staff with training that:

1. Promotes an understanding of diversity, equity, and inclusion
2. Discourages the development of discriminatory attitudes and practices
3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods
4. Supports the prevention, recognition, and response to hate-motivated behavior
5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
6. Includes effective enforcement of rules for appropriate student conduct

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident shall be provided to students, staff, and parents/guardians.

This policy shall be posted in a prominent location on the district's website in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

Complaints

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, the staff member shall also contact law enforcement.

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is encouraged to report the incident to a teacher, the principal, the district's compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures or other applicable procedure. If during the investigation, it is

determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

7. School-wide Dress Code

Medea Creek Students Dress for Success! The manner of student dress is a matter to be determined primarily by the students' parents. The District expects students will attend school wearing clothing which is both neat and clean and which is appropriate to the weather and to the activities being conducted in school. MCMS believes that dress and grooming influence the way that we behave. Under no circumstance shall the dress or appearance of a student be such that it endangers the health and safety of the student or others or such that it has a disruptive effect upon the orderly operation of the school.

Medea Creek Dress Code:

1. Students must wear clothing including both a shirt with pants or skirt, or the equivalent (i.e. dresses, leggings, or shorts) and shoes, (for example, sneakers, sandals).
2. Clothing must cover the chest, back, buttocks, and torso (e.g., private parts.) Tops must have two straps.
3. Clothing must opaquely cover private parts and any undergarments at all times (see-through clothing, mesh, or transparent materials do not meet this requirement).
4. Clothing may not depict, advertise or advocate the use of firearms, alcohol, tobacco, marijuana, or other controlled substances.
5. Clothing may not use or depict hate speech targeting groups based on, including but not limited to, disability, race, gender, ethnicity, nationality, immigration status, religion, sexual orientation, household income, gender identity, gender expression, or cultural observance.
6. Students may not wear clothing or accessories that feature offensive images or language including profanity, hate speech, pornography, vulgarities, or defamatory language as determined by the school principal or their administrative designee.
7. Clothing must be suitable for all scheduled classroom activities including physical education, science labs, shop classes, field trips and other activities where unique hazards or specialized attire or safety gear is required.
8. Hats and other headwear must allow the face to be visible to staff. Masks are not allowed with the exception of those required for health and safety reasons.
9. Students must wear shoes with backs, including sandals. All shoes must be hard-soled. **No slippers or flip-flops.**
10. Attire or grooming depicting or advocating violence, criminal activity, gang-related activity including attire, logos, or colors identified by VCSD, LASD, or LAPD as gang-affiliated are prohibited.
11. The principal and staff of the school may establish reasonable additional regulations regarding student appearance and attire to be required of students who voluntarily engage in extracurricular or other special activities, including school dances and curricular trips, as examples.

[BP 5132 Dress And Grooming](#)

8. Safe Ingress and Egress Procedures

8a. Safe routes to school (pedestrian, vehicle, bicycle, traffic safety)

School and district staff are dedicated to ensuring the safety of students, staff and parents/ guardians going to and from school.

Designated emergency exit routes are defined in the Emergency Operations Plan. In case an accident, fire, earthquake or other emergency affects our regular evacuation routes, school staff is responsible for directing students to a safe, alternative exit route. Students must remain on campus, under staff supervision. In case of emergency, students must be retained until they can be released to either a parent or an authorized emergency contact.

Emergency scenarios that students need to be prepared for:

- Walking to school: Students should continue walking to school.
- Walking home: Students should continue walking home
- In the neighborhood: Students should return home or go to a pre-designated alternate home.
- Waiting for a bus: Students should return home or go to a pre-designated alternate home.
- On a school bus on the way to a field trip: The driver will return to the school when it is safe.
- During a field trip: The teacher will find safe shelter at that location until it is safe to return to the school.
- On a school bus returning to school from a field trip: the driver will continue to school when it is safe to do so.

Traffic Management Plan - MCMS has a one-way driveway. Students are to walk at all times on sidewalks (along Doubletree and Hollytree), not in parking lots, and to cross streets legally. Bikes, skateboards and scooters are to be walked (students must wear helmets) on campus sidewalks, not ridden in the parking lot. **Parents should carefully review the traffic management section of the Parent Handbook to avoid putting their child or other children at risk with unsafe drop off and pick up points.** We encourage law enforcement officers to enforce the laws regarding red-zone violations, speeding, jaywalking, unsafe “U-turns,” illegal turns in or out of the parking lot, and double-parking during drop off or pickup. The MCMS school community is expected to respect the crossing guard, campus supervisor, and other MCMS staff members by using appropriate language and following his/her lead. **Numbered parking spaces are reserved for staff ONLY. There are no visitor parking spaces. Visitors may park on the curb near the gym or on the street. Adults participating in field trips need to park their cars on the street.**

Medea Creek Middle School Traffic Flow & Safety

Every year and at just about every school, traffic at drop-off and pick-up times are large problems. There have been many ideas and efforts to alleviate traffic at MCMS, but the following suggestions could make a tremendous difference in reducing the traffic lines and keeping our students safe going to and from school.

1. Follow the traffic pattern: the MCMS parking lot drop off and pick up should be curbside in front of the gym only. Dropping off in the middle of the parking lot causes delays to cars behind and is dangerous for students crossing in between cars. Always pull forward as far as you can and keep moving forward as spaces open in front of you.
2. Leave 5 minutes early in the morning/ Wait 5 minutes in the afternoon: The campus is open starting at 7:30am and there is little traffic until 8:05. Picking up just a little later is also a good idea. Remember that the last bell rings at 2:40 and it takes at least 5 minutes for students to get to the parking lot.

3. Use an alternate drop-off/pick-up area: Dropping off or picking up along Hollytree is underutilized as is along Doubletree north of the church. There is a long sidewalk eastbound on Hollytree, which allows a drop off that leads directly to the crossing guard and allows the driver to go directly back to Kanan road!
4. Carpool/ride a bike/walk to school: If it is feasible, find neighbors who can walk, ride or carpool together. Remember that it is the law for students to wear bike helmets!
5. Do not use parking spaces: Some school employees have schedules differing from the bell schedule. It is important for the smooth functioning of the school that they are able to access their parking space. Please do not assume that because a space is open, that the employee does not need it. ALL PARKING SPOTS IN THE MCMS LOT ARE DESIGNATED FOR STAFF. PLEASE PARK ALONG THE CURB IN FRONT OF THE GYM OR ON DOUBLETREE RD.
6. Do not park, block or drive through residential complex lots: It is illegal to use the private access driveways, stop or park, or to block the entrances. CHP has been ticketing in these complex areas. These areas are also our neighbors, please be considerate.

Safety:

1. Do not walk across Doubletree other than at the crosswalk with the crossing guard. We have had numerous close calls with students walking across mid-street. Cars cannot see a student, and the student cannot see the cars.
2. Do not use cell phones while driving through the lots. There are too many students and other cars to allow for distractions.
3. Please drive very slowly through the lots. Please be patient.
4. Drop off students curbside only, not in the middle of the lot.

In all, please be patient, respect other drivers and always be focused on the safety of our students!

Map of Medea Creek Middle School Campus and surrounding neighborhood.



School Entrance located on Hollytree Drive leading to the uphill driveway.



Uphill driveway when entering Medea Creek Middle School from Hollytree Drive.



Numbered staff parking spaces. Please **DO NOT** park in these spaces.



Straight arrow for thru-traffic single lane ONLY.
Right arrow to Flagpole morning/afternoon drop off / pick up.



Flagpole morning/afternoon drop off / pick up.



Morning/Afternoon drop off & pick up lane. Left lane is for thru-traffic ONLY.

Reminder: Always pull forward as far as you can and keep moving forward as spaces open in front of you.



School Exit (Right turn ONLY) leading to the Doubletree Road.



Alternate Drop off / Pick up zones



1. Church parking lot entrance/exit on Double Tree Road - Alternate Morning/Afternoon Drop off & Pick up zone.



2. Stairs located on Hollytree Drive - Alternate Morning/Afternoon Drop off & Pick up zone.



3. Northeast corner of Double Tree Road and Hollytree Drive - Alternate Morning/Afternoon Drop off & Pick up zone.



8b. Visitor Access to School Campus

Medea Creek is a closed campus. All gates are locked throughout the school day. Visitors wishing to come to campus, must sign in and check in in the main office.

- **Volunteers:** Adults wishing to volunteer, must first contact the teacher or office. All visitors when coming into campus will report to the main office, where they will need to present their Driver's License ID and submit their information into the Raptor System for clearance. All visitors must wear their printed badges while on campus.
- **School Tour Visitors:** Throughout the school year, campus tours are given to prospective Medea Creek families. All visitors when coming into campus will report to the main office, where they will need to present their Driver's License ID and submit their information into the Raptor System for clearance prior to the campus tour. All visitors must wear their printed badges while on campus.
- **Visitors to Classrooms or Campus:** Parents wishing to visit classrooms or campus should fill out a classroom visitation request form and submit it to the office at least two days prior to the requested visit. Classroom visitations are, customarily, 20 minutes or under, and are accompanied by an administrator. All visiting parents will need to sign into the Raptor System before entering the campus. All visitors must wear their printed badges while on campus.

9. Ensuring a Safe and Orderly Environment

Program and Practices promoting a safe and orderly environment conducive to learning

Safety is our priority. We regularly practice various emergency procedures and communicate with students the importance of following them. Knowing how to respond to emergencies— natural or manmade disasters---is important.

Gates on campus are locked from the exterior and can be pushed open, if necessary, from the inside.

MCMS regularly has fire, lock-down and earthquake/emergency preparedness drills.

Emergency Procedures - An Emergency Plan, including evacuation routes, is posted in each classroom. Your teachers will review the emergency material with you. Familiarize yourself with this plan: know what to do in an emergency. Protecting yourself in emergencies is essential so that you are kept safe and do not endanger others through reckless actions. You are expected to practice every drill as though it were a real emergency. It is your responsibility to know where to go and what to do in an emergency. MCMS adults have many responsibilities during emergencies, so you need to do your part, too: listen and follow instructions as practiced!

Note: Penal Code 626.9 PC is what's known as California's Gun-Free School Zone Act. The California firearms law prohibits any person from possessing or discharging a firearm in a school zone. An area is a "school zone" if it is within 1,000 feet of ours or any school district.

9a. Site Discipline Procedures

STUDENT DISCIPLINE GUIDELINES. (BASED ON [BP 5144](#))

Student Responsibilities

All students are expected to comply with school regulations, to pursue the required course of study, and to accept the reasonable authority of the Principal and the school staff. The goal in discipline is for the student to grow and develop self-control and self-direction.

School Staff Responsibilities

School staff members are expected to develop age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at school. The strategies shall focus on providing students with needed support; communicating clear, appropriate and consistent expectations and consequences for student conduct; ensuring equity in the implementation of Board approved discipline policies and procedures; exercise a reasonable enforcement of school regulations and for counseling students regarding potential deficiencies or problems. The staff also has a responsibility, whenever possible, to notify parents of potential deficiencies or problems before they occur. The Principal may implement necessary procedures, rules, and regulations to render effective the policies of the Governing Board relating to standards of behavior. Teachers shall be responsible for the instruction of pupils in rules and regulations of proper conduct, as well as be responsible for proper and adequate control of pupils. The responsibility and authority of any teacher expands to all pupils of the school district. The Principal shall take steps to ensure that all rules pertaining to the discipline of pupils are communicated to students at the time they are enrolled in the school.

Parent Responsibilities

Parents shall be expected to cooperate with school authorities regarding the behavior of their children. Parents shall be held responsible for the willful misbehavior of their children, as indicated by section 1714.1 of the Civil Code and Education Code Section 48904.

PROCEDURES FOR DISCIPLINARY ACTION/PROGRESSIVE DISCIPLINE:

Pursuant to all State law and Oak Park Unified School District Policies and Procedures, the following actions are taken to enforce necessary regulations. This listing of minimum and maximum actions does not imply or require that a "step-by-step" progression of increasing severity will be used by school staff in dealing with a violation. In most cases, disciplinary action is dependent upon the situation and the previous behavior record of the student.

D. SCHOOL ON SATURDAY (SOS)

Allows students to be disciplined without missing class assignments, and it reinforces the fact that they have made a mistake.

SOS Rules and Regulations

1. The time usually assigned is two (2) hours [but can be up to four (4)]; from 8:00 - 10:00 am. [or until 12:00]
2. Students who report late will be sent home and no hour credit will be recorded.
3. If a student has a discipline problem during the SOS, parents will be notified and the student sent home with no hour credit recorded.
4. Any time a no hour credit situation occurs, a follow-up conference with the administration will be necessary to determine the course of action by the school, including the possibility of suspension.
5. Students working in an unsatisfactory manner will be warned once, and if the work continues in such a manner, the student will be sent home with no hour credit recorded.
6. There will be NO cigarettes, smoking or vaping on campus at any time.
7. An unexcused absence from SOS will result in administrative disciplinary action including the possibility of suspension.
8. Visitors will NOT be allowed at Saturday School.
9. Students are responsible for their own transportation.

10. If there is an emergency and the student cannot attend Saturday School, please email the Dean prior to the start of Saturday School.

E. STUDENT APPEAL PROCESS

Students who wish to have the faculty consider policy or rule changes must do the following in order:

1. Contact the Principal or Vice Principal in writing to see if a rule change in this area is being considered, or if the rule is one that must be appealed to a higher authority first (School Board), or if the rule cannot be changed because of law.
2. You must provide a written proposal that describes in detail what is wrong with the current situation and what you believe would be a better solution. In your written proposal, you must detail your arguments both for and against the proposed solution by both student and faculty (that's a total of four arguments). You must include research into what other schools have done. This will prepare you to recognize and be ready to discuss the different points of view that cause rules to be controversial at times and why getting agreement to change may be difficult.
3. These pieces of evidence will be presented to the faculty so they can take one of the following steps:
 - a) Ask you to survey the people who would be affected by this change so that opinions of all others are known;
 - b) Ask you to gather some other information before going on;
 - c) Agree with your proposal and work with you to get it into action;
 - d) Reject your proposal with comments back to you as to why.

F. POSSIBLE CONSEQUENCES FOR VIOLATION OF A RULE

1. Conference with student regarding violation, and a warning.
2. Parent contact to review violations and sequences.
3. Detention/campus clean-up/confiscation.
4. Referral to Office.
5. Parent/teacher/administrator conference.
6. Signed behavior contract.
7. School on Saturday.
8. In school suspension (all day, class or activity).
9. Suspension from school.
10. Removed from class with Fail (WF) grade.
11. Transfer to another specialized Program or Continuation School.
12. Contact with police or appropriate Agency.
13. Recommend expulsion from District.

G. RECOMMENDED DISCIPLINARY ACTIONS/ PROGRESSIVE DISCIPLINE:

Discipline is commensurate with the severity and circumstances of the behavior violation.

Behavior: Minimum-Maximum Consequences:

I. Violations Against School Standards

A. Disruptive Behavior

Actions which are detrimental to the effective and safe operation of the school 1-12

B. Continued Disruptive Behavior

Repeated actions that violate school rules for safe conduct and effective school operation 1-12

C. Forgery

Falsifying signature or data on official records, letters, or notes from home 2-13

D. Truancy

Leaving class/campus during school hours without proper clearance 2-13

E. Misbehavior on Buses

Bus drivers and staff members are responsible for the orderly behavior of pupils while they are on the bus. Continued disorderly behavior or severe misbehavior shall be sufficient reason for a pupil to be denied transportation on a bus by the Principal or designee.

F. Student Attire

See Dress Code 1-10

G. Violation of Suspension

Physically present on a school campus or at a school activity while on suspension 9-13

H. Plagiarism/Cheating

Copying another student's homework or providing your work to others, cheating on a quiz or test/exam 4-13

I. Technology Use

Inappropriate use of any technology on the school campus, or involving another student or staff member 4-13

II. Violations Against Persons

A. Assault

Unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another (PC 240) 8-13

B. Battery

Any willful and unlawful use of force or violence upon the person of another (PC 242) 8-13

C. Assault on a Staff Member

(See A above) 10-13

D. Battery on a Staff Member

(See B above) 10-13

E. Weapon Possession or Providing a Weapon The unauthorized possession of any instrument (or look alike) designed for or capable of producing death or great bodily harm (PC 12020) 9-13

F. Assault with Deadly Weapon

Every person who commits an assault upon the person of another with a deadly weapon or instrument or by any means of force likely to produce great bodily injury is punishable by law (PC 245) 9-13

G. Fighting

Mutual combat in which both parties have contributed to the situation by verbal and/or physical action 6-13

H. Hazing/Hate Crimes (EC 48900.3)

Participating in, or conspiring to engage in, or conspiring for others to engage in harassing acts that injure, degrade or disgrace other individuals 3-13

I. Interference/Obstruction

Any action taken to attempt to prevent a staff member from lawful assigned duties 8-13

J. Verbal Abuse

Threatening language to a staff member 8-13

K. Sexual Harassment (EC 48900.2)

Any unwelcome sexual advance, request for sexual favor, or any other verbal, non-verbal, physical, or visual conduct of a sexual nature 2-13

L. Harassment (EC 48900.4)

Engaging in harassment, threats, or intimidation 8-13

M. Terrorism (EC 48900.7)

Engaging in terrorist threats against school officials, property, or both 8-13

III. Violations Against Property

A. Extortion or Robbery

The obtaining of property from another with consent, induced by a wrongful use of force or fear, or under the guise of official right (This includes asking others for money) (PC518) 8-13

B. Theft

An unlawful taking of property (PC 518) 8-13

C. Unauthorized Use of School Property

The unauthorized/illegal use of school property 8-13

D. Willful Damage of School Property

Any student who willfully cuts, defaces, or otherwise injures in any way property, real or personal, belonging to the school district is liable 7-13

E. Damage to Personal Property

(See D above) 7-13

IV. Violations Against Public Decency and Good Morals

A. Gambling

The playing of a game of chance for stakes (PC 330) 7-13

B. Vulgarity/Profanity and Habitual Thereof

Language that is disgusting to the senses; repulsive 8-10

C. Offensive Social Behavior

Activities that are an infraction of acceptable social actions 1-10

V. Violations Against Public Health and Safety

A. Possession or use of any of the following:

Dangerous drugs, drug paraphernalia, unauthorized controlled substances, alcohol, tobacco, inhalants (substances containing toluene), or look-a-likes of any of the listed items. 9-13

For purposes of this section, “products containing tobacco or nicotine products” means a product or device as defined in subdivision (d) of Section 22950.5 of the Business and Professions Code and include electronic cigarettes that can deliver nicotine and non-nicotine vaporized solutions. Possessed or used” means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette,

pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5; Education Code 48901)

B. Selling any of the following:

Dangerous drugs, drug paraphernalia, unauthorized controlled substances, alcohol, tobacco, inhalants, or look a-likes of any of the listed items 11-13

Trading cards, food, or other items without permission. 1-12

Campus Conduct: Grounds for Suspension and Expulsion (E.C 48900)

A pupil can be suspended from school or recommended for expulsion by the Superintendent or the

Principal of the school in which the pupil is enrolled if it is determined that one or more of the enumerated acts below have been violated while:

- On any school grounds within the District
 - Going to or coming from school
 - During the lunch period, whether on or off campus
 - During, or while coming or going from, a school sponsored activity
- A. Caused, attempted to cause, or threatened to cause physical injury to another person; or willfully used force or violence on the person of another, except in self-defense.
- B. Possessed, sold or otherwise furnished any firearm, knife, explosive or other dangerous object unless, in the case of possession of any such object, the pupil has obtained permission to possess the item from a certificated employee.
- C. Unlawfully possessed, used, sold, furnished, or been under the influence of any controlled substances.
- D. Unlawfully offered, arranged or negotiated to sell a controlled substance, alcoholic beverage, or intoxicant of any kind, and then either sold, delivered, or otherwise furnished or represented to any person that liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- E. Committed, or attempted to commit, robbery or extortion.
- F. Caused, or attempted to cause, damage to school or private property (vandalism).
- G. Stolen or attempted to steal school or private property.
- H. Possessed or used tobacco, or any products containing tobacco or nicotine-related substances.
- I. Committed an obscene act or engaged in habitual profanity or vulgarity.
- J. Had unlawful possession of, or unlawfully offered, arranged or negotiated to sell any drug paraphernalia.
- K. Disrupted school activities or otherwise contributed to creating an unsafe school environment.
- L. Knowingly received stolen school or private property. M. Possessed an imitation firearm.
- N. Committed, or attempted to commit, a sexual assault or sexual battery, as defined in the Penal Code.
- O. Harassed, threatened, or intimidated a pupil who is a witness in a school disciplinary proceeding.
- (E.C. 48900.2) Committed sexual harassment
- (E.C. 48900.3) Caused, attempted to cause, threatened to cause, or participated in an act of hate violence
- (E.C. 48900.4) Engaged in harassment, threats or intimidation
- (E.C. 48900.7) Engaged in terroristic threats against school officials, school property or both
- P. Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- Q. Engaged in an act of bullying including, but not limited to, bullying committed by means of an electronic act* directed toward a pupil or school personnel.
- *Electronic act means the creation or transmission on or off school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to (Education Code 48900(r)):
- i. A message, text, sound, video, or image
 - ii. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.
- R. Aided or abetted the infliction or attempted infliction of physical injury.
- S. As used in this section, "school property" includes, but is not limited to, electronic files and databases.
- T. (E.C. 48900.5) Pupil's presence causes a danger to persons or property, or threatens to disrupt the instructional process. U. (E.C. 48900.7) Pupil has made terrorist threats against

school officials, school property, or both.

V. (E.C. 48900.2) Committed sexual harassment as defined in section 212.5 of the California Education Code.

W. (E.C. 48900.3) Caused, attempted to cause, threatened to cause, or participated in an act of hate violence

X. (E.C. 48900.4) Engaged in harassment, threats, or intimidation against school district personnel or pupils.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school sanctioned activities.

Recommending Expulsion (E.C. 48915)

Although the Oak Park Unified School District follows a progressive approach to student discipline, the acts enumerated in E.C. 48915 constitute serious threats to school and individual safety. As a result, they will be dealt with in a swift and appropriate manner as prescribed in the Education Code.

The Education Code requires that the Principal or Superintendent of schools recommend the expulsion of a pupil for any of the following acts committed at a school or at a school activity off school grounds.

The Principal or the Superintendent of schools **shall** recommend a pupil's expulsion for any of the following acts, unless the Principal or Superintendent finds and reports in writing to the Governing Board, that the expulsion is inappropriate due to particular circumstances.

- (1) Causing serious physical injury to another person, except in self-defense
- (2) Possession of any knife or other dangerous object of no reasonable use to the pupil
- (3) Unlawful possession of any controlled substance listed in Chapter 2 of Division 10 of the Health and Safety Code (except for first offense of less than one ounce of marijuana)
- (4) Robbery or extortion
- (5) Assault or battery upon any school employee

In addition, the Principal or Superintendent of schools **shall** recommend the expulsion of a pupil that has committed the following acts at school or at a school activity off school grounds.

- (1) Possessing, selling, or otherwise furnishing a firearm or imitation firearm
- (2) Brandishing a knife at another person
- (3) Unlawfully selling a controlled substance listed in Chapter 2 of Division 10 of the Health and Safety Code (HSC)
- (4) Committing or attempting to commit a sexual assault or sexual battery
- (5) Possession of an explosive

9b. Discipline Board Policy

[Board Policy 5144](#)

Discipline

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible

citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed support; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

The Oak Park Unified School District supports a "Progressive Discipline Policy" and associated practice because this approach provides a logical, escalating sequence to consequences while informing students and parents at the earliest level where rehabilitation might be employed. An exception for implementing progressive discipline will be for more serious offenses, which require immediate suspension and mandatory expulsion by law.

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's

nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

[AR5144 Discipline](#)

10. Guidelines for roles and responsibilities of mental health professionals, school counselors, community intervention professionals, school resource officers, police officers on campus:

Each of the schools in the Oak Park Unified School District have access to school psychologists and school counselors. Each of these professionals have designated roles and responsibilities.

- **School Psychologists** - While school psychologists have the primary function of assessing students for special education, they also help support the social-emotional health of our students. They are often called to assist with risk/threat assessments.
- **School Counselors** - School Counselors provide both group and one-on-one counseling for our students. They make presentations in our classrooms on topics such as emotional regulation and peer acceptance. They also help to triage situations when a student/students are in an emotionally vulnerable situation. Students may be referred to a counselor by a teacher or an administrator. At the secondary school level, students may drop in to their counselor's office to discuss their needs and/or challenges.
- **School Social Workers** - Social workers are not assigned to OPUSD schools, but are connected through Ventura County Behavioral Health. They are available to assist site based counselors and administrators in providing information on community resources to students. Social workers also provide more intensive social-emotional counseling services to our students when the school counselors are unable to provide the services needed by the students.
- **School Resource Officers** - OPUSD does not have school Resource Officers, however, we have a very close partnership with the Ventura County Sheriff's Department and in need access local Resource Officers stations in neighboring school districts.

11. Disaster Procedures, Routines & Emergency Operations Plan (EOP)

Please refer to the school site Emergency Operations Plan (EOP) for more detailed information which is incorporated by this reference. The EOP is updated yearly.

Emergency Operations Plan (EOP) addresses all types of emergencies including but not limited to earthquakes, fire/evacuation, bomb, bioterrorism, hazmat, flood power failure and tactical responses to active assailants on campus. The EOP is reviewed by each site annually including the staff "Emergency Operation Assignments". Staff are assigned to emergency response teams at the beginning of each school year. Assignments and staff contact information are updated annually. There are designated staff who are responsible for adaptations for students with special needs.

Staff members are trained in emergency response and management procedures that are reviewed yearly. School sites hold regular mandatory fire/evacuation, drop cover and hold and lockdown drills. Drill documentation is kept at each site and is shared with Risk Management. Risk Management maintains training and drill documentation for all school sites.

Each site has one or more Automated External Defibrillator(s) (AED's) and Bleeding Control Kits. Designated staff receive CPR and First Aid training and instruction on how to use the AEDs and the Bleeding Control Kits equipment.

Each classroom has the following emergency supplies: Emergency Action Plan Flip Charts, Emergency Go Bags, Lockdown kits, a case of water. A designated safety storage container houses school wide emergency supplies including First Aid, Search and Rescue, Incident Command, and Sanitation supplies. These supplies are inventoried and re-supplied each year as needed. Each school office keeps an updated copy of the Emergency Operation Plan, school roster, to assist staff during emergencies. School sites have access to food and other supplies on campus.

The OPUSD has an emergency communications system designed to allow schools to report their status during an emergency via computer, radio, cell phone and the district's internal phone system. Schools have hand-held radios for on-campus communications. Campus staff use a district- wide radio system to connect school sites to the district office. The District participates in and has communication capabilities with the Ventura County Sheriff and Ventura County Fire stations through satellite phones, data link, radio, and telephone.

Pursuant to Education Code 32282, the Oak Park Unified School District grants the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies.

The following information is confidential and will not be made public, but a hard copy of the entire plan with this information is available for review at the school site upon request:

1. Active Assailant plans: lock down, evacuation routes, off-campus reunification areas.
2. The numbers of students with special needs and what accommodations that are being provided for emergency procedures including: evacuation, drop and cover, and lockdown for active assailant



OVHS and OPIS

COMPREHENSIVE SCHOOL SAFETY PLAN

2022-2023

In compliance with

California Ed Code §§ 32280 - 32289

OPIS

5801 Conifer Street, Oak Park, CA 91377

Oak View

5701 Conifer Street, Oak Park, CA 91377

The Oak Park Unified School District (OPUSD) Comprehensive School Safety Plan per California Education Code Section 32281 is developed by a School Site Council (SSC) or a Safety Planning Committee. The Committees are made up of principal/designee, teacher, parent of a child who attends the school, classified employee, others. The plan shall be updated annually as required by EC Section 32281. The plan is to be approved by SSC and OPUSD Superintendent or designee.

Date submitted to OPUSD District Office - February 10, 2023

Date Reviewed by Superintendent or Designee – February 24, 2023

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1. Introduction - Comprehensive School Safety Plan

California *Education Code* Sections 32280-32289 require each school site to annually review and update its school safety plan, which must be developed and written by a School Site Council (SSC) or its designated Safety Planning Committee in collaboration with teachers, classified staff, parents, law enforcement/first responders to ensure they are up-to-date and complete. Plans must be communicated to the public at a public meeting at the school site.

School Safety Plans must include:

1. Assessment of the current status of school crime committed on campus and at school-related functions.
2. An identification of appropriate strategies and programs that provide/maintain a high level of school safety.
3. Child abuse reporting
4. Suspension and expulsion policies and notification of teachers
5. Policies prohibiting discrimination, harassment, intimidation, and bullying
6. School dress code
7. The safe ingress and egress of students and visitor access to campus
8. Ensuring a safe and orderly school learning environment
9. School discipline procedures
10. Anti-Bullying training resources
11. Guidelines for Roles and responsibilities of counselors, mental health, school resource officers, police officers.
12. Disaster preparedness and earthquake emergency procedures: These are included in each school's Emergency Operations Plans (EOP) which is a separate document. The EOP will include procedures for tactical responses related to individuals with guns/active shooters on school campuses or events.
13. Procedures to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during an emergency.

Implementation and Review Timeline

Fire drills – Monthly at Elementary Sites

Earthquake drop procedure drills (2x year)

Disaster/Earthquake evacuation drill (1x year)

Lockdown drill - (2x-1 inside, 1 outside)

September

- Train all staff and students on inside lock down procedures
- Review discipline and sexual harassment policies and procedure with staff
- Review school rules, dress code and sexual harassment policy with students
- Review school rules, discipline and schedules with Campus Supervisors
- Inform parents about lockdown drills and procedures
- Conduct monthly fire drill Date: 9/8/22
- Earthquake drop, hold, cover drill 1 Date: N/A

October

- Discuss Comprehensive School Safety Plan with School Safety Committee
- Present Comprehensive School Safety Plan to the public
- Present Comprehensive School Safety Plan for approval to the School Site Council
- Review lockdown procedures with students
- Determine “safe zones” for lockdown and assign support staff to those zones
- Conduct Great California Shakeout Disaster Drill 1 Date:10/20/22
- Conduct monthly fire drill Date:N/A
- Parent/Teacher Conferences

November-December

- Meet with Campus Supervisors
- Conduct monthly fire drills Date: N/A
- Conduct indoor lockdown drill 1 Date:12/01/22

January-March

- Meet with Campus Supervisors
- Conduct outdoor lockdown drill 2 Date:N/A
- Conduct monthly fire drills Date: 01/19/23
- Conduct Evacuation Drill Date:N/A
- Earthquake drop, hold, cover drill 2 Date: 03/21/23

April- June

- Review/modify Discipline Plan with Leadership Team and School Site Council
- Meet with Campus Supervisors
- Recognize students at academic assemblies
- Conduct lock down drill when students are outside of classroom 2 Date: 04/19/23
- Conduct monthly fire drills

2. Assessment of School Crime

CRIME REPORT TO INCLUDE:

1. OPIS Attendance rate 1.6% Chronic absenteeism [CA School Dashboard 2022 data](#)
2. OPIS Suspension Rate 0% Expulsion 0% [CA School Dashboard 2022 data](#)
1. OVHS Attendance rate 40.5% Chronic absenteeism [CDE 2022 data](#)
2. OVHS Suspension Rate 15.9% Expulsion 0% [CA School Dashboard 2022 data](#)

OPUSD reports all crime to the East Valley Sheriff Department and utilizes the local patrol officers. School district personnel are also notified of any incidents where the police have been called to the school.

3. Appropriate Programs and Strategies that Provide School Safety

Programs and Strategies that Provide School Safety

Law enforcement personnel are routinely contacted and met with throughout the school year. Public safety officials play a partnership role in behavior and safety issues. Law enforcement is contacted for requests to patrol our neighborhood when suspicions of safety threats are known.

Both district and site administration provides school safety support. The principal serves as site incident commander and coordinates with the district commander and CERT personnel.

School attendance is monitored daily through parent contact and student counseling. All students and parents know clear expectations for attendance and the subsequent consequences. Serious attendance cases are processed through our district attendance team and by the county SART board.

Communication tools include walkie-talkies, intercoms, telephones, email, and the All Call System.

Our school counselor plays an important role in school safety through meeting with individual students and small groups to discuss safety issues and to uncover any situations that are occurring on our campus.

Our visitor policy requires all visitors to report to the school office. Students and staff are trained to immediately report strangers on campus. Lock Down drills are regularly implemented.

Academic progress and good behavior are regularly monitored and reinforced. Parents and students receive our School Handbook that clearly explains all academic, behavior and discipline policies. Staff meet each week to report current situations, problems and issues regarding academic progress and behavior. Interventions are developed and implemented.

Available resources are utilized to support school safety. A chemical dependency counselor meets each week with students at risk from drugs and alcohol. Local counseling agencies donate time and resources to work with our most impacted students. The TUPE program provides prevention and intervention resources to address tobacco and alcohol use. Community service involvement helps students develop a sense of empowerment and community responsibility. Our school counselor refers

students and parents to outside support groups for a variety of personal and social issues facing our students. Students are reinforced for positive choices through recognition and reward assemblies and events. The Clean Teen Program tests students for drug use, on a voluntary basis with both parent and student approval. Students leading a clean lifestyle are reinforced through special privileges and activities.

4. Child Abuse Reporting Procedures

According to legislation AB1432, all school staff have received annual training on the Mandated Reporting laws for school employees. All school staff members are considered “Mandated Reporters”.

A Mandated Reporter shall make a report whenever, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child who the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect (Penal Code 11166(a)).

Oak Park Unified School District mandated reporters shall report suspected child abuse or neglect to:

Child Protective Services – 24 hour hotline
Ventura County (805) 654-3200 or 1-800-754-7600
L.A. County (800) 540 - 4000
Or Call East Valley Sheriffs Department (805) 494-8200

Mandated reporters must then follow up with a written report *Suspected Child Abuse Report SCAR form 8572* which must be faxed or mailed to Child & Family Services **within 36 hours**:

Child & Family Services
4651 Telephone Road, Suite 300
Ventura, CA 93003

Send a copy of the report to OPUSD Director of Student Support and School Safety marked “Confidential”.

4a. Suspected Child Abuse Report Form SCAR



STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
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SUSPECTED CHILD ABUSE REPORT (Pursuant to Penal Code section 11166)

[Print Form](#)

[Clear Form](#)

To Be Completed by Mandated Child Abuse Reporters
PLEASE PRINT OR TYPE

CASE NAME: _____

CASE NUMBER: _____

A. REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE		MANDATED REPORTER CATEGORY				
	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS Street City Zip				DID MANDATED REPORTER WITNESS THE INCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO				
	REPORTER'S TELEPHONE (DAYTIME)		SIGNATURE		TODAY'S DATE				
B. REPORT NOTIFICATION	<input type="checkbox"/> LAW ENFORCEMENT <input type="checkbox"/> COUNTY PROBATION		AGENCY						
	<input type="checkbox"/> COUNTY WELFARE / CPS (Child Protective Services)								
	ADDRESS Street City Zip				DATE/TIME OF PHONE CALL				
C. VICTIM One report per victim	OFFICIAL CONTACTED - NAME AND TITLE				TELEPHONE				
	NAME (LAST, FIRST, MIDDLE)				BIRTHDATE OR APPROX. AGE	SEX ETHNICITY			
	ADDRESS Street City Zip				TELEPHONE				
	PRESENT LOCATION OF VICTIM		SCHOOL		CLASS	GRADE			
	PHYSICALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO	DEVELOPMENTALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO	OTHER DISABILITY (SPECIFY)		PRIMARY LANGUAGE SPOKEN IN HOME				
	IN FOSTER CARE? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: <input type="checkbox"/> DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> FAMILY FRIEND <input type="checkbox"/> GROUP HOME OR INSTITUTION <input type="checkbox"/> RELATIVE'S HOME			TYPE OF ABUSE (CHECK ONE OR MORE): <input type="checkbox"/> PHYSICAL <input type="checkbox"/> MENTAL <input type="checkbox"/> SEXUAL <input type="checkbox"/> NEGLECT <input type="checkbox"/> OTHER (SPECIFY) _____				
	RELATIONSHIP TO SUSPECT		PHOTOS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK				
D. INVOLVED PARTIES	VICTIM'S SIBLINGS								
	NAME		BIRTHDATE	SEX	ETHNICITY	NAME	BIRTHDATE	SEX	ETHNICITY
	1. _____					3. _____			
	2. _____					4. _____			
	VICTIM'S PARENTS/GUARDIANS								
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY				
	ADDRESS Street City Zip		HOME PHONE		BUSINESS PHONE				
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY				
ADDRESS Street City Zip		HOME PHONE		BUSINESS PHONE					
SUSPECT	SUSPECT'S NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY				
	ADDRESS Street City Zip		TELEPHONE						
	OTHER RELEVANT INFORMATION								
E. INCIDENT INFORMATION	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX <input type="checkbox"/> IF MULTIPLE VICTIMS, INDICATE NUMBER: _____								
	DATE/TIME OF INCIDENT		PLACE OF INCIDENT						
	NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incident's involving the victim(s) or suspect)								

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code section 11169 to submit to DOJ a Child Abuse or Severe Neglect Indexing Form BCIA 8583 if (1) an active investigation was conducted and (2) the incident was determined to be substantiated.

4b. SCAR Form Instructions



STATE OF CALIFORNIA
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SUSPECTED CHILD ABUSE REPORT (Pursuant to Penal Code section 11166)

DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM BCIA 8572

All Penal Code (PC) references are located in Article 2.5 of the California PC. This article is known as the Child Abuse and Neglect Reporting Act (CANRA). The provisions of CANRA may be viewed at: <http://leginfo.ca.gov/faces/codes.xhtml> (specify "Penal Code" and search for sections 11164-11174.3). A mandated reporter must complete and submit form BCIA 8572 even if some of the requested information is not known. (PC section 11167(a).)

I. MANDATED CHILD ABUSE REPORTERS

Mandated child abuse reporters include all those individuals and entities listed in PC section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE ("DESIGNATED AGENCIES")

Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), the county probation department (if designated by the county to receive mandated reports), or the county welfare department. (PC section 11165.9.)

III. REPORTING RESPONSIBILITIES

Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected incident of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof *within 36 hours* of receiving the information concerning the incident. (PC section 11166(a).)

No mandated reporter who reports a suspected incident of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA. Any other person reporting a known or suspected incident of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by CANRA unless it can be proven the report was false and the person knew it was false or made the report with reckless disregard of its truth or falsity. (PC section 11172(a).)

IV. INSTRUCTIONS

SECTION A – REPORTING PARTY: Enter the mandated reporter's name, title, category (from PC section 11165.7), business/agency name and address, daytime telephone number, and today's date. Check yes/no whether the mandated reporter witnessed the incident. The signature area is for either the mandated reporter or, if the report is telephoned in by the mandated reporter, the person taking the telephoned report.

IV. INSTRUCTIONS (continued)

SECTION B – REPORT NOTIFICATION: Complete the name and address of the designated agency notified, the date/time of the phone call, and the name, title, and telephone number of the official contacted.

SECTION C – VICTIM (One Report per Victim): Enter the victim's name, birthdate or approximate age, sex, ethnicity, address, telephone number, present location, and, where applicable, enter the school, class (indicate the teacher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes/no box to indicate whether the victim may have a developmental disability or physical disability and specify any other apparent disability. Check the appropriate yes/no box to indicate whether the victim is in foster care, and check the appropriate box to indicate the type of care if the victim was in out-of-home care. Check the appropriate box to indicate the type of abuse. List the victim's relationship to the suspect. Check the appropriate yes/no box to indicate whether photos of the injuries were taken. Check the appropriate box to indicate whether the incident resulted in the victim's death.

SECTION D – INVOLVED PARTIES: Enter the requested information for Victim's Siblings, Victim's Parents/Guardians, and Suspect. Attach extra sheet(s) if needed (provide the requested information for each individual on the attached sheet(s)).

SECTION E – INCIDENT INFORMATION: If multiple victims, indicate the number and submit a form for each victim. Enter date/time and place of the incident. Provide a narrative of the incident. Attach extra sheet(s) if needed.

V. DISTRIBUTION

Reporting Party: After completing form BCIA 8572, retain a copy for your records and submit copies to the designated agency.

Designated Agency: *Within 36 hours* of receipt of form BCIA 8572, the initial designated agency will send a copy of the completed form to the district attorney and any additional designated agencies in compliance with PC sections 11166(j) and 11166(k).

ETHNICITY CODES

1 Alaskan Native	6 Caribbean	11 Guamanian	16 Korean	22 Polynesian	27 White-Armenian
2 American Indian	7 Central American	12 Hawaiian	17 Laotian	23 Samoan	28 White-Central American
3 Asian Indian	8 Chinese	13 Hispanic	18 Mexican	24 South American	29 White-European
4 Black	9 Ethiopian	14 Hmong	19 Other Asian	25 Vietnamese	30 White-Middle Eastern
5 Cambodian	10 Filipino	15 Japanese	21 Other Pacific Islander	26 White	31 White-Romanian

5. Suspension and Expulsion Board Policies

Suspension And Expulsion/Due Process

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-8 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

[AR5144.1 Suspension And Expulsion Due Process](#)

5a. Expulsion Guidelines

Must Recommend Expulsion (Mandatory Expulsion)	Must Recommend Expulsion (Expulsion Discretionary)	May Recommend Expulsion (Expulsion Discretionary)
<p>Act must be committed at school or school activity. EC section 48915(c)</p> <ol style="list-style-type: none"> 1. Firearm <ol style="list-style-type: none"> a. Possessing firearm when a district employee verified firearm possession and when student did not have permission from a certificated employee which is concurred with by the principal or designee. b. Selling or otherwise furnishing a firearm. 2. Brandishing a knife at another person. 3. Unlawfully selling a controlled substance listed in Health & Safety Code Section 11053 et. seq. 4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of EC 48900 or committing sexual battery as defined in subdivision (n) of 48900. 5. Possession of an explosive 	<p>Act must be committed at school or school activity. EC Section 48915(a) states that an administrator shall recommend expulsion for the following violations [except for subsections (c) and (e)] unless the administrator finds that expulsion is inappropriate due to a particular circumstance.</p> <ol style="list-style-type: none"> 1. Causing serious physical injury to another person, except in self-defense. EC Section 48915 (a)(1). 2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil. EC Section 48915(a)(2). 3. Possession and/or use of any substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for possession of not more than one avoirdupois ounce of marijuana other than concentrated cannabis. 4. Robbery or extortion. EC Section 48915(a)(4). 5. Assault or battery, or threat of, on a school employee. <p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> 1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. 2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)]. 	<p>Acts committed at school or school activity or on the way to and from school or school activity. EC 48900</p> <ol style="list-style-type: none"> a1. Caused, attempted to cause, or threatened to cause physical injury 2 Willfully used force or violence upon the person of another, except in self-defense b Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object c Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of a controlled substance d Unlawfully offered, arranged, or negotiated to sell a controlled substance e Committed or attempted to commit a robbery or extortion f Caused or attempted to cause damage to school or private property g Stole or attempted to steal school property or private property h Possessed or used tobacco, or products containing tobacco I Committed an obscene act or engaged in habitual profanity or vulgarity J Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia * k Disrupted school activities (*cannot suspend students grade 3 & below for “k” - cannot expel student in any grade level for “k”) l Knowingly received stolen school property or private property m Possessed an imitation firearm n Committed or attempted to commit a sexual assault o Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding p Unlawfully offered, arranged, negotiated to sell or sold the prescription drug Soma q Engaged in, or attempted to engage in hazing

		<p>r Engaged in an act of bullying</p> <p>t A Pupil who aids or abets the infliction or attempted infliction of physical injury to another person</p> <p>48900.2 Pupil has committed sexual harassment</p> <p>48900.3 Pupil caused, attempted to cause, threatened to cause or participated in an act of hate violence</p> <p>48900.4 Pupil has intentionally engaged in harassment, threats, or intimidation directed against school personnel or pupil that is sufficiently severe or pervasive to have the actual and reasonably anticipated effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or pupils by creating an intimidating or hostile environment</p> <p>48900.7 Pupil has made terroristic threats against school officials or school property, or both</p> <p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> 1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. 2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)]
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5b. Notification of Teachers

Board Policy 4112.9, 4212.9, 4312.9 (a)

Employee Notifications

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

[E 4112.9_4219.9_4319.9 Employee Notifications](#)

6. Nondiscrimination and Harassment Policies

6a. Sexual Harassment Policy

[Board Policy 4119.11, 4219.11, 4319.11](#)

Sexual Harassment

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.

Definitions

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, 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 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.

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
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

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

Training

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 newly hired employees and employees promoted 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)

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 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 concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
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
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged 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 regulations, which they shall read and acknowledge that they have received.

12. 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)

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 the school year or whenever a new employee is hired (Education Code 231.5)
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 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.

Assistant Superintendent Human Resources
5801 Conifer Dr.
Oak Park, CA 91377
818-735-3207

6b. Bullying Board Policy

[Board Policy 5131.2](#)

Online Bullying Prevention Training Programs can be accessed on the CDE bullying Publication and Resources web page at: <https://www.cde.ca.gov/ls/ss/se/bullyres.asp>

Bullying

The Governing Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee

shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

6c. Hate Motivated Behavior Board Policy

[Board Policy 5145.9](#)

Hate-Motivated Behavior

The Governing Board is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, or any other type of behavior that is motivated by hate.

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real 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 any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents in a timely manner when they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote an environment where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on the development of effective prevention strategies and response plans, provision of assistance to students affected by hate-motivated behavior, and/or education of students who have perpetrated hate-motivated acts.

The district shall provide students with age-appropriate instruction that:

1. Includes the development of social-emotional learning
2. Promotes an understanding, awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society
3. Explains the harm and dangers of explicit and implicit biases
4. Discourages discriminatory attitudes and practices
5. Provides strategies to manage conflicts constructively

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

The Superintendent or designee shall provide staff with training that:

1. Promotes an understanding of diversity, equity, and inclusion
2. Discourages the development of discriminatory attitudes and practices
3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods
4. Supports the prevention, recognition, and response to hate-motivated behavior
5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
6. Includes effective enforcement of rules for appropriate student conduct

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident shall be provided to students, staff, and parents/guardians.

This policy shall be posted in a prominent location on the district's website in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

Complaints

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, the staff member shall also contact law enforcement.

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is encouraged to report the incident to a teacher, the principal, the district's compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures or other applicable procedure. If during the investigation, it is

determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

7. School-wide Dress Code

DRESS CODE

Student attire and grooming must permit the student to participate in learning without posing a risk to the health or safety of any student or school district personnel. The responsibility for the dress and grooming of a student rests primarily with the student and their parents or guardians. Parents or guardians are responsible for ensuring student compliance with the school dress code. Students are responsible for complying with the dress code during school hours and school activities.

- Students must wear clothing including both a shirt with pants or skirt, or the equivalent (for example, dresses, leggings, or shorts) and shoes, (for example, sneakers, sandals, or flip-flops)
- Clothing must cover the chest, back, buttocks, and torso
- Clothing must opaquely cover private parts and any undergarments at all times (see-through clothing, mesh, or transparent materials do not meet this requirement).
- Clothing must be suitable for all scheduled classroom activities including physical education, science labs, shop classes, field trips and other activities where unique hazards or specialized attire or safety gear is required.
- Clothing may not depict, advertise or advocate the use of firearms, alcohol, tobacco, marijuana, or other controlled substances.
- Clothing may not use or depict hate speech targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation or any other protected classification.
- Students may not wear clothing and accessories that feature offensive images or language including profanity, pornography, vulgarities, or defamatory language as determined by the school principal or their administrative designee.
- Gang-Related Apparel - Attire or grooming depicting or advocating violence, criminal activity, gang-related activity including attire, logos, or colors identified by VCSD, LASD, or LAPD as gang-affiliated are prohibited.
- Hats and other headwear must allow the face to be visible to staff. Masks are not allowed with the exception of those required for health and safety reasons.

If a student requires support from school staff in abiding by dress code requirements, this support shall be provided in the least restrictive and disruptive manner possible. Administration and enforcement of the dress code will be gender neutral. In the case that a student is unable to abide by the dress code policy, school provided garments may be loaned to the student until the parent or guardian is able to provide appropriate clothing.

[BP 5132 Dress And Grooming](#)

8. Safe Ingress and Egress Procedures

8a. Safe routes to school (pedestrian, vehicle, bicycle, traffic safety)

School and district staff are dedicated to ensuring the safety of students, staff and parents/ guardians going to and from school.

Designated emergency exit routes are defined in the Emergency Operations Plan. In case an accident, fire, earthquake or other emergency affects our regular evacuation routes, school staff is responsible for directing students to a safe, alternative exit route. Students must remain on campus, under staff supervision. In case of emergency, students must be retained until they can be released to either a parent or an authorized emergency contact.

Emergency scenarios that students need to be prepared for:

- Walking to school: Students should continue walking to school.
- Walking home: Students should continue walking home
- In the neighborhood: Students should return home or go to a pre-designated alternate home.
- Waiting for a bus: Students should return home or go to a pre-designated alternate home.
- On a school bus on the way to a field trip: The driver will return to the school when it is safe.
- During a field trip: The teacher will find safe shelter at that location until it is safe to return to the school.
- On a school bus returning to school from a field trip: the driver will continue to school when it is safe to do so.

A. Routine arrival and departure is through the driveway entrance on Conifer Street.

ACCESS TO CAMPUS: Oak View High School is a closed campus. This means that students may not leave campus for any reason without the consent of the parent and the administration. If a student has permission from a parent to leave for a medical appointment or some other legitimate reason, he/she must first check out through the office prior to leaving campus. Students who are 18 years of age must also follow the office checkout procedures prior to leaving campus. Permission to leave for 18 year old will only be granted for emergency reasons or for valid medical reasons. Parents will be contacted unless a signed consent form for notes has been previously filed with the office.

The parking lot is off limits for loitering during the school day. Students may access their cars during the break to pick up books, snacks, etc., but only after clearing it with the principal or the principal's designee.

The Community Park adjacent to our campus is off limits before school. Students arriving early to school are directed to wait in the school quad.

PARKING: Parents and students are advised that it is their responsibility to drive in a slow, safe and courteous manner in the area around the school. Noise coming and going to school must be kept to a minimum. Parents and friends dropping off or picking up students must exercise caution and courtesy when driving in school parking lots. Students and parents should enter the parking lot via the driveway

on Conifer Street and park (head in) in designated parking places only. Parents and students are asked not to park on local streets (Medea Creek Lane and Conifer St.). If parents or students must park on Medea Creek Lane or Conifer Street, please park on the opposite side to where there are houses. In addition, there is no pick up or drop off on these streets. Students must obtain a parking permit to drive their cars to school. All student drivers must park on campus. The California Vehicle Code will be enforced and the privilege of parking on campus will be revoked if violations occur.

BICYCLE/PEDESTRIAN TRAFFIC: Sidewalks are available to enter our campus for all pedestrians. Bicycles are not permitted on sidewalks and must use parking lot roads. Bike racks for locking bikes are available in the main quad on campus.

8b. Visitor Access to School Campus

All visitors, including parents, must check in with the office prior to visiting any classrooms. This policy is designed to protect the students and to avoid disrupting classes. Students are also reminded that California State law prohibits them from being on other school campuses without securing permission from the school administrator. Failure to abide by this policy may result in suspension from school.

Parent Information:

In the event of an emergency, parents and guardians will be informed as soon as possible regarding the nature of the event and the plans to handle it. For the safety of all students we ask for your cooperation in minimizing automobile and pedestrian traffic and confusion around the school areas. **Our first priority is to maintain access for emergency vehicles.** Information will be communicated to parents and our community through the emergency broadcasting stations in Ventura, and/or the district/school All Call phone system, or the district/school website at www.oakparkusd.org

We ask parents to reinforce how important it is for students (including those who have cars) to follow the directives of staff. Please discuss with your children, make a personal/home plan, and listen to emergency officials.

9. Ensuring a Safe and Orderly Environment

Program and Practices promoting a safe and orderly environment conducive to learning

SCHOOL CLIMATE

We are accountable to parents and provide them with our newsletter five times per year. Teachers communicate in an ongoing manner through meetings, site council membership, emails, phone contact and “Good Grams” for positive behavior and accomplishments.

Parents are kept informed of monthly activities through the *Oak Views*, our school newsletter. Parents are often overwhelmingly positive and relieved when they see their students bloom and succeed at Oak View. They show their support by writing letters, attending board meetings, volunteering to help with our outreach programs and serving on Site Council. Parents donate food and toys for the school’s two outreach drives.

We build on the cultural richness of our school community through school barbeques, celebrations and recognition activities.

Oak View High School supports the OPUSD Moral Imperatives, including the belief in professional development as critical to fulfilling our vision for teaching and learning. This needs to be authentic and differentiated just as instruction is for our students. Teachers benefit from having choices and are eager to invest in their own professional development plan and implementation. We promote and support a culture of life-long learning among all staff.

Oak View teachers and classrooms are recognized as 21st century teachers and classrooms. Teachers continued to develop their skills through training in teacher laptop skills, document camera use, smart response technology, powerpoint and smart board presentations, and website design.

Based on student data, achievement and needs, our staff development is focused on developing clear expectations across a standards-based curriculum, enhancing the academic rigor of teaching and learning, content literacy, test-taking skills, and differentiated instruction for all students and subgroups. Teachers refined skills in language arts and math strategies. Teachers are supported through both district and site funding in conference attendance that meets their professional development needs. Staff participate in district-sponsored training, individualized conferences, and site level Faculty Study Groups that focus on specific teaching and learning topics. For example, training was completed in CPR, online curriculum software implementation, student health (diabetes) training, Office Word and how to develop a math assessment portfolio. Teachers and staff completed training in student self-injury identification strategies. Additionally, teachers are prepared to implement the TUPE program, aimed at tobacco and drug prevention.

The NCLB imperatives for highly qualified teachers are supported at Oak View High School. In collaboration with OPUSD personnel and secondary education support staff, we are ensuring that all teachers are documented as highly qualified.

We set high academic and behavior goals by expecting the very best from each student. School-wide and classroom expectations emphasize individual responsibility and accountability for academic performance, attendance and behavior.

Curriculum and teaching practices are continually improved through the professional development program noted earlier. In addition, we participate in the WASC Accreditation process with great success.

Health and Resiliency curriculum includes administering the Healthy Kids Survey, our needs sensing assessment. We offer TUPE prevention and intervention activities for tobacco and drug use. Also, we have a chemical dependency counseling pull out program throughout the year. The Clean Teen Program recognizes and supports students who are leading a clean and healthy lifestyle.

Multiple learning types are addressed through student participation in a series of self-discovery inventories that inform students about their thinking style, learning style and personality preferences. Teachers personalize and individual student activities throughout the day.

Caring, supportive relationships are a cornerstone of Oak View High School. All staff members are dedicated to providing a consistent message to students: We care about you and about your school success. We will support you anyway we can.

Meaningful participation in school activities is available through student government participation, newsletter committee, yearbook committee, and garden club and aquarium club. All staff maintain an open door philosophy so that students feel valued.

Respect and critical thinking is also a cornerstone for Oak View. Our message is if you want respect then you must offer respect to others. Counseling groups and individual sessions emphasize making good choices and developing positive plans to face personal obstacles.

Clear standards and enforcement is supported through orientation meetings with students, communication with parents and weekly staff meetings to discuss current behavior issues on campus.

Threat assessment is a constant dynamic at Oak View. We immediately discuss situations and consult district personnel and law enforcement as needed.

We empower students to take responsibility for safety through school assemblies that acknowledge students who are doing the right thing and informing staff about dangerous situations. We also promote a student culture of “let’s watch each other’s backs” in doing the right thing and staying safe.

Bullying prevention and tolerance training is provided through periodic inservices for all staff to attend. We also discuss and analyze the results of the Healthy Kids Survey.

PHYSICAL ENVIRONMENT

Our district custodial maintenance and grounds crews do an excellent job with maintaining a clean, safe and beautiful facility and grounds. Flowers, trees and the entire campus is regularly maintained and mowed.

Oak View is an important part of the community, as we are known for student participation in community service activities throughout Ventura County and beyond.

Student crime and truancy is shared with law enforcement through personalized Sheriff visits to our school. In addition, we participate in the SARB process that includes representatives from local law enforcement.

Campus security is supported through video surveillance cameras, walkie talkie communication, law enforcement partnerships and lock down drills.

We limit loitering through the establishment of clear school rules about where students can congregate and where they cannot.

Campus monitoring is through surveillance cameras and by the vigilance of all staff throughout the school day.

Custodial staff maintains clean and safe restrooms regularly. We have an excellent, new restroom modular for our students and staff.

Outdoor security lighting and prompt maintenance maintain adequate lighting.

Current texts and materials are provided through the expenditure of district funds to support a quality education at Oak View High School.

We have on hand a variety of sports equipment for intramural and physical education participation including footballs, basketballs, softball equipment, soccer equipment and exercise equipment.

A well-stocked library is maintained in our language arts classroom and is actively supported through parent, staff and community donations.

Security procedures are communicated to parents through information in our school handbook and in periodic emails and voicemails.

The rare occurrences of vandalism are most often dealt with prior to students arriving in the morning. All school and district staff act promptly to remove, clean or repair so that our campus is once again a safe welcoming place for all.

Campus beautification projects include our organic garden, trash pick up duties and participation in the district-wide Big Sunday service event each spring.

Neighbors are encouraged to report issues and problems to us and often do. We believe it is a partnership with our neighbors.

The message is clear about no weapons or drugs on campus. We conduct routine canine search dog events and we search students with reasonable cause. Behavior violations are promptly addressed as per education code.

9a. Site Discipline Procedures

SCHOOL DISCIPLINE

Students are expected to conduct themselves in an appropriate manner at all times. The staff and principal expect behavior that is respectful. The Oak Park Unified School District shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed support; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices. (cf. 5138 - Conflict Resolution/Peer Mediation) (cf. 6164.2 - Guidance/Counseling Services) In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures. Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension and expulsion, shall be imposed only when required by law. District follows a progressive approach to student discipline; see Board of Education Disciplinary Policies 5144 (a).

Pursuant to all State laws and Oak Park Unified School District Policies and Procedures, the following steps may be taken to enforce necessary school and related district regulations.

Students are expected to conduct themselves in an appropriate manner at all times. While the staff is caring and wants the best for students, students will be held accountable for behavior that is disruptive or disrespectful. Please read and review in depth the section in this handbook regarding "Student Discipline Guidelines". You are responsible for knowing them and being aware that they will be consistently enforced. Although the Oak Park Unified School District follows a progressive approach to student discipline, the acts enumerated in California Education Code 48915 ("possessing, selling or otherwise furnishing a firearm; brandishing a knife at another person; unlawfully selling a controlled substance listed in section 11053 of the Health and Safety Code; committing or attempting to commit a sexual assault; and possession of explosives") are dealt with in a swift and appropriate manner as prescribed in the California Education Code. This approach makes the removal of potentially dangerous students from the classroom a top priority.

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different

disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

9b. Discipline Board Policy

[Board Policy 5144](#)

Discipline

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

The Oak Park Unified School District supports a "Progressive Discipline Policy" and associated practice because this approach provides a logical, escalating sequence to consequences while informing students and parents at the earliest level where rehabilitation might be employed. An exception for implementing progressive discipline will be for more serious offenses, which require immediate suspension and mandatory expulsion by law.

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

[AR5144 Discipline](#)

10. Guidelines for roles and responsibilities of mental health professionals, school counselors, community intervention professionals, school resource officers, police officers on campus:

Each of the schools in the Oak Park Unified School District have access to school psychologists and school counselors. Each of these professionals have designated roles and responsibilities.

- **School Psychologists** - While school psychologists have the primary function of assessing students for special education, they also help support the social-emotional health of our students. They are often called to assist with risk/threat assessments.
- **School Counselors** - School Counselors provide both group and one-on-one counseling for our students. They make presentations in our classrooms on topics such as emotional regulation and peer acceptance. They also help to triage situations when a student/students are in an emotionally vulnerable situation. Students may be referred to a counselor by a teacher or an administrator. At the secondary school level, students may drop in to their counselor's office to discuss their needs and/or challenges.
- **School Social Workers** - Social workers are not assigned to OPUSD schools, but are connected through Ventura County Behavioral Health. They are available to assist site based counselors and administrators in providing information on community resources to students. Social workers also provide more intensive social-emotional counseling services to our students when the school counselors are unable to provide the services needed by the students.
- **School Resource Officers** - OPUSD does not have school Resource Officers, however, we have a very close partnership with the Ventura County Sheriff's Department and in need access local Resource Officers stations in neighboring school districts.

11. Disaster Procedures, Routines & Emergency Operations Plan (EOP)

Please refer to the school site Emergency Operations Plan (EOP) for more detailed information which is incorporated by this reference. The EOP is updated yearly.

Emergency Operations Plan (EOP) addresses all types of emergencies including but not limited to earthquakes, fire/evacuation, bomb, bioterrorism, hazamat, flood power failure and tactical responses to active assailants on campus. The EOP is reviewed by each site annually including the staff "Emergency Operation Assignments". Staff are assigned to emergency response teams at the beginning of each school year. Assignments and staff contact information are updated annually. There are designated staff who are responsible for adaptations for students with special needs.

Staff members are trained in emergency response and management procedures that are reviewed yearly. School sites hold regular mandatory fire/evacuation, drop cover and hold and lockdown drills. Drill documentation is kept at each site and is shared with Risk Management. Risk Management maintains training and drill documentation for all school sites.

Each site has one or more Automated External Defibrillator(s) (AED's) and Bleeding Control Kits. Designated staff receive CPR and First Aid training and instruction on how to use the AEDs and the Bleeding Control Kits equipment.

Each classroom has the following emergency supplies: Emergency Action Plan Flip Charts, Emergency Go Bags, Lockdown kits, a case of water. A designated safety storage container houses school wide emergency supplies including First Aid, Search and Rescue, Incident Command, and Sanitation supplies. These supplies are inventoried and re-supplied each year as needed. Each school office keeps an updated copy of the Emergency Operation Plan, school roster, to assist staff during emergencies. School sites have access to food and other supplies on campus.

The OPUSD has an emergency communications system designed to allow schools to report their status during an emergency via computer, radio, cell phone and the district's internal phone system. Schools have hand-held radios for on-campus communications. Campus staff use a district-wide radio system to connect school sites to the district office. The District participates in and has communication capabilities with the Ventura County Sheriff and Ventura County Fire stations through satellite phones, data link, radio, and telephone.

Pursuant to Education Code 32282, the Oak Park Unified School District grants the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies.

The following information is confidential and will not be made public, but a hard copy of the entire plan with this information is available for review at the school site upon request:

1. Active Assailant plans: lock down, evacuation routes, off-campus reunification areas.
2. The numbers of students with special needs and what accommodations that are being provided for emergency procedures including: evacuation, drop and cover, and lockdown for active assailant



OAK PARK HIGH SCHOOL
COMPREHENSIVE SCHOOL SAFETY PLAN
2022-2023

In compliance with
California Ed Code §§ 32280 - 32289

899 N. Kanan Rd, Oak Park CA 91377

The Oak Park Unified School District (OPUSD) Comprehensive School Safety Plan per California Education Code Section 32281 is developed by a School Site Council (SSC) or a Safety Planning Committee. The Committees are made up of principal/designee, teacher, parent of a child who attends the school, classified employee, others. The plan shall be updated annually as required by EC Section 32281. The plan is to be approved by SSC and OPUSD Superintendent or designee.

Date Plan approved by site SSC - January 24, 2023

Date submitted to OPUSD District Office - February 10, 2023

Date Reviewed by Superintendent or Designee – February 24, 2023

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1. Introduction - Comprehensive School Safety Plan

California *Education Code* Sections 32280-32289 require each school site to annually review and update its school safety plan, which must be developed and written by a School Site Council (SSC) or its designated Safety Planning Committee in collaboration with teachers, classified staff, parents, law enforcement/first responders to ensure they are up-to-date and complete. Plans must be communicated to the public at a public meeting at the school site.

School Safety Plans must include:

1. Assessment of the current status of school crime committed on campus and at school-related functions.
2. An identification of appropriate strategies and programs that provide/maintain a high level of school safety.
3. Child abuse reporting
4. Suspension and expulsion policies and notification of teachers
5. Policies prohibiting discrimination, harassment, intimidation, and bullying
6. School dress code
7. The safe ingress and egress of students and visitor access to campus
8. Ensuring a safe and orderly school learning environment
9. School discipline procedures
10. Anti-Bullying training resources
11. Guidelines for Roles and responsibilities of counselors, mental health, school resource officers, police officers.
12. Disaster preparedness and earthquake emergency procedures: These are included in each school's Emergency Operations Plans (EOP) which is a separate document. The EOP will include procedures for tactical responses related to individuals with guns/active shooters on school campuses or events.
13. Procedures to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during an emergency.

Implementation and Review Timeline

Fire drills – Monthly at Elementary Sites

Earthquake drop procedure drills (2x year)

Disaster/Earthquake evacuation drill (1x year)

Lockdown drill - (2x-1 inside, 1 outside)

September

- Review Second Steps curriculum at first staff meeting
- Train all staff and students on inside lock down procedures
- Review discipline and sexual harassment policies and procedure with staff
- Review school rules, dress code and sexual harassment policy with students
- Review school rules, discipline and schedules with Campus Supervisors
- Inform parents about lockdown drills and procedures

October

- Discuss Comprehensive School Safety Plan with School Safety Committee
- Present Comprehensive School Safety Plan to the public
- Present Comprehensive School Safety Plan for approval to the School Site Council
- Review lockdown procedures with students
- Determine “safe zones” for lockdown and assign support staff to those zones
- Conduct Great California Shakeout Disaster Drill 1 Date: 10/20/2022
- Conduct monthly fire drill Date: 10/3/2022
- Parent/Teacher Conferences

November-December

- Meet with Campus Supervisors
- Conduct monthly fire drills
- Conduct indoor lockdown drill 1 Date: 12/5/2022

January-March

- Meet with Campus Supervisors
- Conduct monthly fire drills Date: 2/27/2023

April- June

- Review/modify Discipline Plan with Leadership Team and School Site Council
- Meet with Campus Supervisors
- Recognize students at academic assemblies
- Conduct lock down drill when students are outside of classroom

2. Assessment of School Crime

CRIME REPORT TO INCLUDE:

1. Attendance rate 6.7% Chronic absenteeism [CDE 2022 data](#)
2. Suspension Rate 0.4% Expulsion 0% [CA School Dashboard 2022 data](#)

OPUSD reports all crime to the East Valley Sheriff Department and utilizes the local patrol officers. School district personnel are also notified of any incidents where the police have been called to the school.

3. Appropriate Programs and Strategies that Provide School Safety

- Peer Counseling and Advanced Peer Counseling Program
- Report It, anonymous tip line on website
- Wellness Center

4. Child Abuse Reporting Procedures

According to legislation AB1432, all school staff have received annual training on the Mandated Reporting laws for school employees. All school staff members are considered “Mandated Reporters”.

A Mandated Reporter shall make a report whenever, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child who the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect (Penal Code 11166(a)).

Oak Park Unified School District mandated reporters shall report suspected child abuse or neglect to:

Child Protective Services – 24 hour hotline
Ventura County (805) 654-3200 or 1-800-754-7600
L.A. County (800) 540 - 4000
Or Call East Valley Sheriffs Department (805) 494-8200

Mandated reporters must then follow up with a written report *Suspected Child Abuse Report SCAR form 8572* which must be faxed or mailed to Child & Family Services **within 36 hours**:

Child & Family Services

4651 Telephone Road, Suite 300
Ventura, CA 93003

Send a copy of the report to OPUSD Director of Student Support and School Safety marked “Confidential”.

4a. Suspected Child Abuse Report Form SCAR



STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
Page 1 of 2

SUSPECTED CHILD ABUSE REPORT (Pursuant to Penal Code section 11166)

[Print Form](#)

[Clear Form](#)

To Be Completed by Mandated Child Abuse Reporters
PLEASE PRINT OR TYPE

CASE NAME: _____

CASE NUMBER: _____

A. REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE		MANDATED REPORTER CATEGORY			
	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS Street City Zip				DID MANDATED REPORTER WITNESS THE INCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO			
	REPORTER'S TELEPHONE (DAYTIME)		SIGNATURE		TODAY'S DATE			
B. REPORT NOTIFICATION	<input type="checkbox"/> LAW ENFORCEMENT <input type="checkbox"/> COUNTY PROBATION		AGENCY					
	<input type="checkbox"/> COUNTY WELFARE / CPS (Child Protective Services)							
	ADDRESS Street City Zip				DATE/TIME OF PHONE CALL			
C. VICTIM One report per victim	OFFICIAL CONTACTED - NAME AND TITLE				TELEPHONE			
	NAME (LAST, FIRST, MIDDLE)				BIRTHDATE OR APPROX. AGE	SEX ETHNICITY		
	ADDRESS Street City Zip				TELEPHONE			
	PRESENT LOCATION OF VICTIM		SCHOOL		CLASS	GRADE		
	PHYSICALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		DEVELOPMENTALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		OTHER DISABILITY (SPECIFY)			
	PRIMARY LANGUAGE SPOKEN IN HOME							
	IN FOSTER CARE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: <input type="checkbox"/> DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> FAMILY FRIEND <input type="checkbox"/> GROUP HOME OR INSTITUTION <input type="checkbox"/> RELATIVE'S HOME		TYPE OF ABUSE (CHECK ONE OR MORE): <input type="checkbox"/> PHYSICAL <input type="checkbox"/> MENTAL <input type="checkbox"/> SEXUAL <input type="checkbox"/> NEGLECT <input type="checkbox"/> OTHER (SPECIFY)			
	RELATIONSHIP TO SUSPECT		PHOTOS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK			
D. INVOLVED PARTIES	VICTIM'S SIBLINGS							
	NAME		BIRTHDATE	SEX	ETHNICITY	NAME	BIRTHDATE SEX ETHNICITY	
	1. _____				3. _____			
	2. _____				4. _____			
	VICTIM'S PARENTS/GUARDIANS							
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY			
	ADDRESS Street City Zip		HOME PHONE		BUSINESS PHONE			
	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY			
SUSPECT	ADDRESS Street City Zip		HOME PHONE		BUSINESS PHONE			
	SUSPECT'S NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY			
	ADDRESS Street City Zip		HOME PHONE		BUSINESS PHONE			
E. INCIDENT INFORMATION	OTHER RELEVANT INFORMATION							
	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX <input type="checkbox"/> IF MULTIPLE VICTIMS, INDICATE NUMBER: _____							
	DATE/TIME OF INCIDENT		PLACE OF INCIDENT					
NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incident's involving the victim(s) or suspect)								

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code section 11169 to submit to DOJ a Child Abuse or Severe Neglect Indexing Form BCIA 8583 if (1) an active investigation was conducted and (2) the incident was determined to be substantiated.

4b. SCAR Form Instructions



STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
Page 2 of 2

SUSPECTED CHILD ABUSE REPORT (Pursuant to Penal Code section 11166)

DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM BCIA 8572

All Penal Code (PC) references are located in Article 2.5 of the California PC. This article is known as the Child Abuse and Neglect Reporting Act (CANRA). The provisions of CANRA may be viewed at: <http://leginfo.ca.gov/faces/codes.xhtml> (specify "Penal Code" and search for sections 11164-11174.3). A mandated reporter must complete and submit form BCIA 8572 even if some of the requested information is not known. (PC section 11167(a).)

I. MANDATED CHILD ABUSE REPORTERS

Mandated child abuse reporters include all those individuals and entities listed in PC section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE ("DESIGNATED AGENCIES")

Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), the county probation department (if designated by the county to receive mandated reports), or the county welfare department. (PC section 11165.9.)

III. REPORTING RESPONSIBILITIES

Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected incident of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof *within 36 hours* of receiving the information concerning the incident. (PC section 11166(a).)

No mandated reporter who reports a suspected incident of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA. Any other person reporting a known or suspected incident of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by CANRA unless it can be proven the report was false and the person knew it was false or made the report with reckless disregard of its truth or falsity. (PC section 11172(a).)

IV. INSTRUCTIONS

SECTION A – REPORTING PARTY: Enter the mandated reporter's name, title, category (from PC section 11165.7), business/agency name and address, daytime telephone number, and today's date. Check yes/no whether the mandated reporter witnessed the incident. The signature area is for either the mandated reporter or, if the report is telephoned in by the mandated reporter, the person taking the telephoned report.

IV. INSTRUCTIONS (continued)

SECTION B – REPORT NOTIFICATION: Complete the name and address of the designated agency notified, the date/time of the phone call, and the name, title, and telephone number of the official contacted.

SECTION C – VICTIM (One Report per Victim): Enter the victim's name, birthdate or approximate age, sex, ethnicity, address, telephone number, present location, and, where applicable, enter the school, class (indicate the teacher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes/no box to indicate whether the victim may have a developmental disability or physical disability and specify any other apparent disability. Check the appropriate yes/no box to indicate whether the victim is in foster care, and check the appropriate box to indicate the type of care if the victim was in out-of-home care. Check the appropriate box to indicate the type of abuse. List the victim's relationship to the suspect. Check the appropriate yes/no box to indicate whether photos of the injuries were taken. Check the appropriate box to indicate whether the incident resulted in the victim's death.

SECTION D – INVOLVED PARTIES: Enter the requested information for Victim's Siblings, Victim's Parents/Guardians, and Suspect. Attach extra sheet(s) if needed (provide the requested information for each individual on the attached sheet(s)).

SECTION E – INCIDENT INFORMATION: If multiple victims, indicate the number and submit a form for each victim. Enter date/time and place of the incident. Provide a narrative of the incident. Attach extra sheet(s) if needed.

V. DISTRIBUTION

Reporting Party: After completing form BCIA 8572, retain a copy for your records and submit copies to the designated agency.

Designated Agency: *Within 36 hours* of receipt of form BCIA 8572, the initial designated agency will send a copy of the completed form to the district attorney and any additional designated agencies in compliance with PC sections 11166(j) and 11166(k).

ETHNICITY CODES

1 Alaskan Native	6 Caribbean	11 Guamanian	16 Korean	22 Polynesian	27 White-Armenian
2 American Indian	7 Central American	12 Hawaiian	17 Laotian	23 Samoan	28 White-Central American
3 Asian Indian	8 Chinese	13 Hispanic	18 Mexican	24 South American	29 White-European
4 Black	9 Ethiopian	14 Hmong	19 Other Asian	25 Vietnamese	30 White-Middle Eastern
5 Cambodian	10 Filipino	15 Japanese	21 Other Pacific Islander	26 White	31 White-Romanian

5. Suspension and Expulsion Board Policies

Suspension And Expulsion/Due Process

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-8 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall

comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

[AR5144.1 Suspension And Expulsion_Due Process](#)

5a. Expulsion Guidelines

Must Recommend Expulsion (Mandatory Expulsion)	Must Recommend Expulsion (Expulsion Discretionary)	May Recommend Expulsion (Expulsion Discretionary)
<p>Act must be committed at school or school activity. EC section 48915(c)</p> <ol style="list-style-type: none"> 1. Firearm <ol style="list-style-type: none"> a. Possessing firearm when a district employee verified firearm possession and when student did not have permission from a certificated employee which is concurred with by the principal or designee. b. Selling or otherwise furnishing a firearm. 2. Brandishing a knife at another person. 3. Unlawfully selling a controlled substance listed in Health & Safety Code Section 11053 et. seq. 4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of EC 48900 or committing sexual battery as defined in subdivision (n) of 48900. 5. Possession of an explosive 	<p>Act must be committed at school or school activity. EC Section 48915(a) states that an administrator shall recommend expulsion for the following violations [except for subsections (c) and (e)] unless the administrator finds that expulsion is inappropriate due to a particular circumstance.</p> <ol style="list-style-type: none"> 1. Causing serious physical injury to another person, except in self-defense. EC Section 48915 (a)(1). 2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil. EC Section 48915(a)(2). 3. Possession and/or use of any substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for possession of not more than one avoirdupois ounce of marijuana other than concentrated cannabis. 4. Robbery or extortion. EC Section 48915(a)(4). 5. Assault or battery, or threat of, on a school employee. <p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> 1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. 2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)]. 	<p>Acts committed at school or school activity or on the way to and from school or school activity. EC 48900</p> <ol style="list-style-type: none"> a1. Caused, attempted to cause, or threatened to cause physical injury 2 Willfully used force or violence upon the person of another, except in self-defense b Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object c Unlawfully possessed, used, sold, or otherwise furnished or been under the influence of a controlled substance d Unlawfully offered, arranged, or negotiated to sell a controlled substance e Committed or attempted to commit a robbery or extortion f Caused or attempted to cause damage to school or private property g Stole or attempted to steal school property or private property h Possessed or used tobacco, or products containing tobacco I Committed an obscene act or engaged in habitual profanity or vulgarity J Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia * k Disrupted school activities (*cannot suspend students grade 3 & below for “k” - cannot expel student in any grade level for “k”) l Knowingly received stolen school property or private property m Possessed an imitation firearm n Committed or attempted to commit a sexual assault o Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding p Unlawfully offered, arranged, negotiated to sell or sold the prescription drug Soma q Engaged in, or attempted to engage in hazing

		<p>r Engaged in an act of bullying</p> <p>t A Pupil who aids or abets the infliction or attempted infliction of physical injury to another person</p> <p>48900.2 Pupil has committed sexual harassment</p> <p>48900.3 Pupil caused, attempted to cause, threatened to cause or participated in an act of hate violence</p> <p>48900.4 Pupil has intentionally engaged in harassment, threats, or intimidation directed against school personnel or pupil that is sufficiently severe or pervasive to have the actual and reasonably anticipated effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or pupils by creating an intimidating or hostile environment</p> <p>48900.7 Pupil has made terroristic threats against school officials or school property, or both</p> <p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> 1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct. 2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)]
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5b. Notification of Teachers

Board Policy 4112.9, 4212.9, 4312.9 (a)

Employee Notifications

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

[E 4112.9, 4219.9, 4319.9 Employee Notification](#)

6. Nondiscrimination and Harassment Policies

6a. Sexual Harassment Policy

[Board Policy 4119.11, 4219.11, 4319.11](#)

Sexual Harassment

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.

Definitions

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, 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 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.

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
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

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

Training

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 newly hired employees and employees promoted 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)

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 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 concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
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
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged 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 regulations, which they shall read and acknowledge that they have received.

12. 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)

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 the school year or whenever a new employee is hired (Education Code 231.5)
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 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.

Assistant Superintendent Human Resources
5801 Conifer Dr.
Oak Park, CA 91377
818-735-3207

6b. Bullying Board Policy

[Board Policy 5131.2](#)

Online Bullying Prevention Training Programs can be accessed on the CDE bullying Publication and Resources web page at: <https://www.cde.ca.gov/lr/ss/se/bullyres.asp>

Bullying

The Governing Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or

participating in the complaint resolution process.

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee

shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

6c. Hate Motivated Behavior Board Policy

[Board Policy 5145.9](#)

Hate-Motivated Behavior

The Governing Board is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, or any other type of behavior that is motivated by hate.

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real 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 any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents in a timely manner when they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote an environment where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on the development of effective prevention strategies and response plans, provision of assistance to students affected by hate-motivated behavior, and/or education of students who have perpetrated hate-motivated acts.

The district shall provide students with age-appropriate instruction that:

1. Includes the development of social-emotional learning
2. Promotes an understanding, awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society
3. Explains the harm and dangers of explicit and implicit biases
4. Discourages discriminatory attitudes and practices
5. Provides strategies to manage conflicts constructively

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

The Superintendent or designee shall provide staff with training that:

1. Promotes an understanding of diversity, equity, and inclusion
2. Discourages the development of discriminatory attitudes and practices
3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods
4. Supports the prevention, recognition, and response to hate-motivated behavior
5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
6. Includes effective enforcement of rules for appropriate student conduct

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident shall be provided to students, staff, and parents/guardians.

This policy shall be posted in a prominent location on the district's website in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

Complaints

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, the staff member shall also contact law enforcement.

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is encouraged to report the incident to a teacher, the principal, the district's compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures or other applicable procedure. If during the investigation, it is

determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

7. School-wide Dress Code

[BP 5132 Dress And Grooming](#)

Appearance and Dress

Student attire and grooming must permit the student to participate in learning without posing a risk to the health or safety of any student or school district personnel. The responsibility for the dress and grooming of a student rests primarily with the student and their parents or guardians. Parents or guardians are responsible for ensuring student compliance with the school dress code. Students are responsible for complying with the dress code during school hours and school activities.

- a. Students must wear clothing including both a shirt with pants or skirt, or the equivalent (for example, dresses, leggings, or shorts) and shoes, (for example, sneakers, sandals, or flip-flops)
- b. Clothing must cover the chest, back, buttocks, and torso
- c. Clothing must opaquely cover private parts and any undergarments at all times (see-through clothing, mesh, or transparent materials do not meet this requirement)
- d. Clothing must be suitable for all scheduled classroom activities including physical education, science labs, shop classes, field trips and other activities where unique hazards or specialized attire or safety gear is required.
- e. Clothing may not depict, advertise or advocate the use of firearms, alcohol, tobacco, marijuana, or other controlled substances.
- f. Clothing may not use or depict hate speech targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation or any other protected classification.
- g. Students may not wear clothing and accessories that feature offensive images or language including profanity, pornography, vulgarities, or defamatory language as determined by the school principal or their administrative designee.
- h. Gang-Related Apparel - Attire or grooming depicting or advocating violence, criminal activity, gang-related activity including attire, logos, or colors identified by VCSD, LASD, or LAPD as gang-affiliated are prohibited.
- i. Hats and other headwear must allow the face to be visible to staff. Masks are not allowed with the exception of those required for health and safety reasons.

8. Safe Ingress and Egress Procedures

8a. Safe routes to school (pedestrian, vehicle, bicycle, traffic safety)

School and district staff are dedicated to ensuring the safety of students, staff and parents/ guardians going to and from school.

Designated emergency exit routes are defined in the Emergency Operations Plan. In case an accident, fire, earthquake or other emergency affects our regular evacuation routes, school staff is responsible for directing students to a safe, alternative exit route. Students must remain on campus, under staff supervision. In case of emergency, students must be retained until they can be released to either a parent or an authorized emergency contact.

Emergency scenarios that students need to be prepared for:

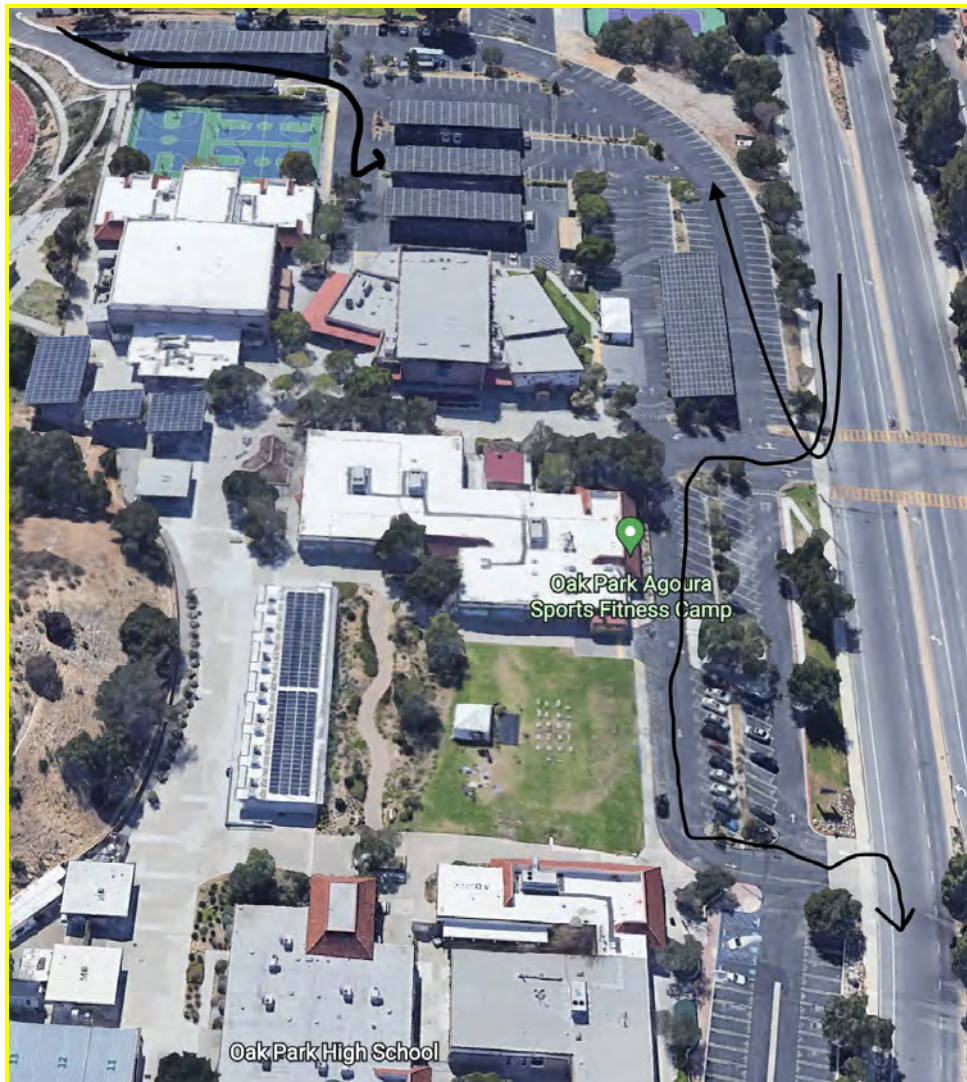
- Walking to school: Students should continue walking to school.
- Walking home: Students should continue walking home
- In the neighborhood: Students should return home or go to a pre-designated alternate home.
- Waiting for a bus: Students should return home or go to a pre-designated alternate home.
- On a school bus on the way to a field trip: The driver will return to the school when it is safe.
- During a field trip: The teacher will find safe shelter at that location until it is safe to return to the school.
- On a school bus returning to school from a field trip: the driver will continue to school when it is safe to do so.

Drop off and Pick Up

Morning drop off is monitored by campus supervisors.

Drop off and pick up can be done on Kanan road or by entering the campus off of Doubletree Rd.

Drop off and pick up can be done in front of the great lawn, at the back of the campus or at the library entrance.



8b. Visitor Access to School Campus

Volunteers / Visitors

Volunteers must check in at the office, present their driver's license or other valid ID, and print out a temporary visitor's badge. This badge is to be worn where it can be easily seen. When leaving, volunteers must sign out. This is for the safety of students and volunteers in the event of an emergency.

Campus Supervisors are present during school hours and patrol to prevent unauthorized entrance and direct visitors to the main office.

Campus Supervisors check passes for senior students leaving campus at lunch and to make sure students without off campus passes remain on campus.

9. Ensuring a Safe and Orderly Environment

Program and Practices promoting a safe and orderly environment conducive to learning

Student Conduct on Campus

OPHS is a community of students gathered for the purpose of formal learning, wherein each respects themselves, others, and the institution. Proper student conduct is important so that all students have the maximum opportunity to learn. Students also need to be aware of what is acceptable behavior on campus. While sexual harassment is a very clear violation of the law, other types of distracting behavior are not as clear. **Overt physical contact and/or excessive displays of affection are not appropriate for a high school campus.** After an initial warning, students who fail to exercise good judgment in this area will be counseled and required to attend a meeting with parents and an administrator. The following school-wide rules are in place to help students meet their responsibilities:

- Students will be responsible for following all established classroom and campus rules. By following the rules, students can be certain that their rights and the rights of others as well as their own safety are honored and protected.
- Students will be respectful toward all faculty and staff members, parent volunteers, and other students. Students will refrain from: fighting and/or provoking others, using profane or obscene language, responding to others in a defiant manner, and disturbing classes.
- Students will be respectful of and responsible for using school equipment and facilities in an appropriate manner. Students will refrain from purposeful destruction or theft of another person's or school property. Students and/or their parents are expected to make restitution for lost books or damaged property.
- Students will be punctual and in attendance at all classes unless excused by a parent or guardian. A phone call made to the school explaining the student's absence is required from the parent or guardian. Parents must make contact with the attendance office before their child can be released during the school day. Students cannot be released to a friend or a neighbor unless they are listed on the emergency card.
- Students will honor school as a place for academic and social learning. Students will refrain from using toys, skateboards, skates, bicycles, and other personal play equipment while on campus.
- Students will follow all school rules for behavior when traveling to and from school or while involved in an off-campus school activity such as a field trip, concert, or athletic event, etc.

- Students will follow all school rules for behavior when attending assemblies or evening activities and will exhibit appropriate audience skills.
- Students will stay within the campus' designated boundaries during school hours. Students with the requisite off-campus pass may leave school at lunch time. Click link for detailed [BP 5131 Conduct](#)

9a. Site Discipline Procedures

Electronic Devices / Cell Phones

Cell-Phones, e-watches, and electronic signaling devices should not be used during instructional time without express permission of the teacher or staff member. If an electronic device disrupts the learning process, the following actions will be taken:

- 1st offense – device will be confiscated for the remainder of the day.
- 2nd and any additional offenses will be treated as defiance to authority and will be assigned progressive discipline.

Any emergency calls should be made through the office. Parents can leave messages for students at the main office. Click link for detailed [BP 5131.8 Mobile Communication Devices](#)

Saturday School

Saturday School may be used for the correction of a student's misbehavior. Saturday School shall be constructive in nature, emphasizing the make-up of school work and the counseling of the student in regard to appropriate behavior. It is the responsibility of the student to complete assigned Saturday School to solve the problem, as well as to avoid further consequences.

Loss of Privileges

The loss of privileges may include denying the right of a student to hold class or student body office, the revocation of off-campus passes or parking permits, or the right to participate in class or school activities. Whenever possible, there will be a rational and significant relationship between the offense and the loss of privilege.

Classroom Suspension

Teachers may suspend a student from their classroom pursuant to Education Code 48910, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the assistant principal and send the pupil to the office for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor and/or school administrator shall attend the conference as scheduled.

When a teacher suspends a student from the classroom, only the principal or the principal's designee may send the student home. The pupil shall not be returned to the class from which they were suspended during the period of suspension, without the concurrence of the teacher of the class and the principal. A pupil suspended from a class shall not be placed in another regular class during the period of suspension.

Administrative Suspension

The principal of the school, the principal's designee, or the superintendent of schools may suspend a pupil from the school for any reasons enumerated in Section 48900, for no more than five consecutive school days. Suspension, including in-school suspension shall be imposed only when other means of correction fail to bring about proper conduct. However, a pupil, including an individual with exceptional needs, may

be suspended for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process. The total number of days for which a pupil may be suspended from school shall not exceed 20 school days in any school year, unless for purposes of adjustment, the pupil enrolls in or is transferred to another regular school, an opportunity school or class, or a continuation education school or class, in which case the total number of suspension days shall not exceed 30 in any school year.

Campus Conduct - Grounds for Suspension *and* Expulsion (E.C. 48900)

A pupil shall not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that one or more of the enumerated acts below have been violated while:

- On any school grounds within the district;
 - Going to or coming from school;
 - During the lunch period, whether on or off campus;
 - During, or while going to or coming from, a school-sponsored activity. (For example-all dances, athletic events(home or away), field trips, overnight activities, bus trips, and etc.)
-
- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object, or explosive.
 - c) Possessed, used, sold, furnished, or been under the influence of any controlled substance, alcohol or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcohol, intoxicant, or representation of items thereof.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school or private property.
 - g) Stole or attempted to steal school or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in profanity or vulgarity.
 - j) Offered, possessed, arranged, or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or willfully defied valid authority.
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - r) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act directed toward a pupil or school personnel.
 - t) Aided or abetted the infliction or attempted infliction of physical injury.
 - u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.
 - w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

(E.C. 48900.5) Pupil's presence causes a danger to persons or property, or threatens to disrupt the instructional process.

(E.C. 48900.7) Pupil has made terrorist threats against school officials or school property, or both.

(E.C. 48900.2) Committed sexual harassment as defined in section 212.5 of the California Education Code.

(E.C. 48900.3) Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

9b. Discipline Board Policy

[Board Policy 5144](#)

Discipline

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

The Oak Park Unified School District supports a "Progressive Discipline Policy" and associated practice because this approach provides a logical, escalating sequence to consequences while informing students and parents at the earliest level where rehabilitation might be employed. An exception for implementing

progressive discipline will be for more serious offenses, which require immediate suspension and mandatory expulsion by law.

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

[AR5144 Discipline](#)

10. Guidelines for roles and responsibilities of mental health professionals, school counselors, community intervention professionals, school resource officers, police officers on campus

Each of the schools in the Oak Park Unified School District have access to school psychologists and school counselors. Each of these professionals have designated roles and responsibilities.

- **School Psychologists** - While school psychologists have the primary function of assessing students for special education, they also help support the social-emotional health of our students. They are often called to assist with risk/threat assessments.
- **School Counselors** - School Counselors provide both group and one-on-one counseling for our students. They make presentations in our classrooms on topics such as emotional regulation and peer acceptance. They also help to triage situations when a student/students are in an emotionally vulnerable situation. Students may be referred to a counselor by a teacher or an administrator. At the secondary school level, students may drop in to their counselor's office to discuss their needs and/or challenges.
- **School Social Workers** - Social workers are not assigned to OPUSD schools, but are connected through Ventura County Behavioral Health. They are available to assist site based counselors and administrators in providing information on community resources to students. Social workers also provide more intensive social-emotional counseling services to our students when the school counselors are unable to provide the services needed by the students.

- **School Resource Officers** - OPUSD does not have school Resource Officers, however, we have a very close partnership with the Ventura County Sheriff's Department and in need access local Resource Officers stations in neighboring school districts.

11. Disaster Procedures, Routines & Emergency Operations Plan (EOP)

Please refer to the school site Emergency Operations Plan (EOP) for more detailed information which is incorporated by this reference. The EOP is updated yearly.

Emergency Operations Plan (EOP) addresses all types of emergencies including but not limited to earthquakes, fire/evacuation, bomb, bioterrorism, hazmat, flood power failure and tactical responses to active assailants on campus. The EOP is reviewed by each site annually including the staff "Emergency Operation Assignments". Staff are assigned to emergency response teams at the beginning of each school year. Assignments and staff contact information are updated annually. There are designated staff who are responsible for adaptations for students with special needs.

Staff members are trained in emergency response and management procedures that are reviewed yearly. School sites hold regular mandatory fire/evacuation, drop cover and hold and lockdown drills. Drill documentation is kept at each site and is shared with Risk Management. Risk Management maintains training and drill documentation for all school sites.

Each site has one or more Automated External Defibrillator(s) (AED's) and Bleeding Control Kits. Designated staff receive CPR and First Aid training and instruction on how to use the AEDs and the Bleeding Control Kits equipment.

Each classroom has the following emergency supplies: Emergency Action Plan Flip Charts, Emergency Go Bags, Lockdown kits, a case of water. A designated safety storage container houses school wide emergency supplies including First Aid, Search and Rescue, Incident Command, and Sanitation supplies. These supplies are inventoried and re-supplied each year as needed. Each school office keeps an updated copy of the Emergency Operation Plan, school roster, to assist staff during emergencies. School sites have access to food and other supplies on campus.

The OPUSD has an emergency communications system designed to allow schools to report their status during an emergency via computer, radio, cell phone and the district's internal phone system. Schools have hand-held radios for on-campus communications. Campus staff use a district- wide radio system to connect school sites to the district office. The District participates in and has communication capabilities with the Ventura County Sheriff and Ventura County Fire stations through satellite phones, data link, radio, and telephone.

Pursuant to Education Code 32282, the Oak Park Unified School District grants the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies.

The following information is confidential and will not be made public, but a hard copy of the entire plan with this information is available for review at the school site upon request:

1. Active Assailant plans: lock down, evacuation routes, off-campus reunification areas.
2. The numbers of students with special needs and what accommodations that are being provided for emergency procedures including: evacuation, drop and cover, and lockdown for active assailant

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: AWARD INSTALLATION SERVICES CONTRACT FOR MEASURE S PROJECT 19-17S EMERGENCY GENERATOR FOR DISTRICT ADMINISTRATIVE OFFICE

ACTION

ISSUE: Shall the Board award Installation Services Contract for Measure S Project 19-17S Emergency Generator for District Administrative Office?

BACKGROUND: In the wake of the Woolsey Fire in November 2018, and subsequent indications from electrical utility providers to limit their liability by shutting down power during protracted high wind events, it became evident that the District needed to provide its own emergency power generation to protect mission-critical functions. These functions, centering on communications and the main IT network, are based at the District Office. Staff has identified a natural gas-powered generator as the best system to ensure uninterrupted service. The Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (OES) currently provide funding for emergency generators through its Hazard Mitigation Grant Program. The FEMA grant provides 75% of the funding, with the District required to provide a 25% match, which is included in the board-approved 2019 Measure S Master Plan.

At the June 4th, 2019 meeting, the Board authorized Measure S Project 19-17S, Emergency Generator at District Administrative Office, and Ratified Professional Services Agreement for Engineering and Design Services.

Oak Park Unified School District's grant application was approved by FEMA to go towards the purchase and installation of the emergency generator, and at the February 15th, 2022 meeting, the Board authorized the purchase of the emergency generator after District Staff collected three bids.

District Staff now requests the approval of installation services for the generator. When pursuing bids for this project, District Staff followed public works guidelines, utilizing the California Uniform Public Construction Cost Accounting Commission (CUPCCAA) thresholds to determine the appropriate procurement process. Two bids were submitted, one by Omega Construction, and one by Ardalan Construction. District Staff recommends that the installation services contract be awarded to Ardalan Construction as they submitted the lowest bid.

FISCAL IMPACT: This project is to be funded from the Measure S Bond Fund, Project 19-17S. The bid from Ardalan Construction is \$124,900. District Staff expects to receive a 75% reimbursement from FEMA on this expense.

BOARD POLICY: Pursuant to Board Policy 3470 - The CBO and the facilities staff have responsibility for the planning and management of the District's capital improvement program subject to review and approval by the Board of Education. The District shall strive to fund capital improvements from voter-approved GO

BOARD MEETING, FEBRUARY 28, 2023

Award Installation Services Contract for Measure S Project
19-17S Emergency Generator for District Administrative Office
Page 2

Bond issues to preserve the availability of its General Fund for District operating purposes and other purposes that cannot be funded by such bond issues.

GOAL: In Support of OPUSD Goal 2 – Invest in student and staff safety and well-being.

ALTERNATIVES: 1. Award Installation Services Contract for Measure S Project 19-17S.
2. Do not award contract.

RECOMMENDATION: Alternative No. 1

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

Respectfully submitted:

Jeff Davis, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

SECTION 00210

BID FORM

(CUPCAA PROJECT)

TO: OAK PARK UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("District"), acting by and through its Board of Trustees ("Board"), 5801 Conifer Street, Oak Park, CA 91377.

FROM: Ardalan Construction Company, Inc.
(Name of Bidder as listed on License)
8 E. Gainsborough Rd.
(Address)
Thousand Oaks, CA 91360
(City, State, Zip Code)
805-496-7273 805-496-7310
(Telephone) (FAX)
Mozafar Ardalan, President
(Name(s) of Bidder's Authorized Representative(s) & Title)

1. Bid.

1.1 Bid Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned bidder having reviewed the Instructions for Bidders and all other Contract Documents¹ and upon compliance with all requirements therein with reference to the submittal of this bid, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: **FEMA Generator at District Office, Project #19-17S** in accordance with the Contract Documents for the sum of:

"TOTAL" BASE Bid: FEMA Generator at District Office Project # 19-17S

One hundred twenty four thousand, nine hundred Dollars (\$ 124,900.00)
(Amount in Words) (In Numbers)

The undersigned bidder agrees to achieve Final Completion of the Work within the Contract Time set forth in the Contract Documents.

¹ Capitalized terms used herein shall have the same meanings as those set forth in the General Conditions, Section 010000, unless otherwise defined herein.

1.2 Alternate Bid Items Proposal. Bidders must provide a proposal price for each additive or deductive alternate bid item set forth herein; failure to do so will result in rejection of the bid proposal for non-responsiveness. After the public opening and reading of the bids, the District will in its sole and exclusive discretion select all, some or none of the additive or deductive alternate bid items for inclusion in the Contract awarded hereunder. The foregoing notwithstanding, if the District elects to include some, but not all of the alternate bid items in the Contract to be awarded hereunder, the selection of such alternate bid items will be by priority, as follows:

Alternates are listed from the highest to lowest priority based on their numerical orders.

Add/Alternate Bid No. 1

NONE Dollars (\$ 0.00)
(Amount in Words) (In Numbers)

1.3 Acknowledgment of Bid Addenda. In submitting this bid, the undersigned bidder acknowledges receipt of all bid addenda issued by or on behalf of the District, as set forth below. The bidder confirms that this bid incorporates and is inclusive of, all items or other matters contained in bid addenda.

Addenda No. 1, dated 2/6/23 through No. 1, dated 2/6/23, received, acknowledged and incorporated into this bid.

1.4 Alternate Bid Items. The bidder's price proposal(s) for alternate bid items is/are set forth in the form of alternate bid item proposal included herewith. The bidder acknowledges that, in accordance with the Instruction for Bidders, the Contract for the Work may be awarded in the District's sole discretion with or without some, all or none of the alternate bid items being incorporated into the scope of the Contract awarded. The bidder further acknowledges that the District's selection of alternate bid items, if any, for inclusion in the Contract awarded will be in accordance with the Instructions for Bidders.

2. Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

3. Documents Comprising Bid. The undersigned bidder has submitted as its bid the following: Documents Comprising Bid. The undersigned bidder has submitted as its bid the following: **Bid Form (00210), List of Subcontractors (00215), Certification of Contractor and Subcontractor Division of Industrial Relations Registration (00218), Non-Collusion Affidavit (00220), Acknowledgment of Bidding Practices Regarding Indemnity (00240),**

The bidder acknowledges that if this bid is not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the bid may be rejected as non-responsive.

4. **Award of Contract.** It is understood and agreed that if written notice of the acceptance of this bid and award of the Contract thereon is mailed, telegraphed or delivered by the District to the undersigned after the opening of bids and within the time this bid is required to remain open or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid as accepted within ten (10) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the bidder awarded the Contract shall deliver to the District: (a) certificates of insurance evidencing all insurance coverage required under the Contract Documents; (b) the performance bond; (c) the labor and material payment bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the drug-free workplace certificate. The Work under the Contract Documents shall be commenced by the undersigned bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents and completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.
5. **Notices.** All notices or other correspondence shall be addressed to the District and the bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.
6. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§ 7000, *et seq.*, under the following:

License Number: A or B, include C-10 as General or Subcontractor:

Class A Expiration date 3/31/23 Class C-10 Expiration date 12/31/23
Class B Expiration date 3/31/23 Class _____ Expiration date _____

By executing this bid, the bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

7. **Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§ 4100, *et seq.*) and amendments thereof, each bidder shall set forth in the Subcontractors List: (a) the name and location/address of the place of business of each Subcontractor who will perform work or labor or render services to the bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.005%) of the bidder's bid; and (b) the portion of the Work which will be performed by each listed Subcontractor. The bidder shall list only one Subcontractor for each portion of the Work as is defined by the bidder in its bid. If a bidder fails to list a Subcontractor or if the bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.005%) of the bidder's bid amount, the bidder shall be deemed to have agreed that it is "fully qualified" to perform that portion of the Work itself and that it shall perform that portion of the Work.

(In addition refer to Specification Section 00100 Instruction to Bidders, Section 21 Subcontractors, Sub Section 21.1 Designation of Subcontractors; Subcontractors list of the contract documents.)

8. **Confirmation of Figures.** By submitting this bid, the bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned bidder in preparing and submitting this bid.
9. **Acknowledgment and Confirmation.** The undersigned bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned bidder certifies that it has, or as available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

(Corporate Seal)



Signature of Bidder's Authorized Representative

Mozafar Ardalan

Typed or Printed Name

President

Title

bids@ardalancc.com

E-mail Address of Bidder's Authorized Representative

1000000782

Department Of Industrial Relations Registration Number

2/9/23

Date

[illegible]

H. Federly
Construction Company, Inc.

(CUPCCAA PROJECT) Designation of Subcontractors – 00215
FEMA Generator at District Office
#19-17S
Page 3 of 4

00218

**CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Public Contract Code Section 1725 5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I Mozafar Ardalan President certify that
(Name) (Title)

Ardalan Construction Company, Inc. is currently registered as a contractor with the Department of Industrial
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number 1000000782


Expiration date June 30, 20 23

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness

I declare under penalty of perjury under California law that the foregoing is true and correct.


Signature

2/9/23
Date

(CUPCCAA PROJECT) -00218
FEMA Generator at District Office
#19-17S

SECTION 00220

NON-COLLUSION AFFIDAVIT

(Must be submitted with bid)

STATE OF CALIFORNIA
COUNTY OF Ventura

I, Mozafar Ardalan, being first duly sworn, deposes and
(Typed or Printed Name)
says that I am the President of Ardalan Construction Company, Inc.
(Title) (Company Name)
the party submitting the foregoing bid proposal (the "Bidder"). In connection with the foregoing
bid proposal ("Bid Proposal"), the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 9th day of February, 2023 at Thousand Oaks, Ventura County, CA
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

M. Ardalan
(Signature)

8 E. Gainsborough Rd.
(Address)

Mozafar Ardalan
(Name Printed or Typed)

Thousand Oaks, CA 91360
(City, State and Zip)

(805) 496-7273
(Area Code and Telephone Number)

bids@ardalancc.com
(Email)

SECTION 00240

ACKNOWLEDGMENT OF BIDDING
PRACTICES REGARDING INDEMNITY

TO: Oak Park Unified School District, 5801 Conifer Street, Oxnard, Oak Park, Ca 91377

RE: Project Number 19-17S

Project Name FEMA Generator at OPUSD Office

Please be advised that with respect to the above-referenced Project, the undersigned Contractor, on behalf of itself and all subcontractors, hereby waives the benefits and protection of Labor Code Section 3864, which provides:

If an action as provided in this chapter prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in absence of a written agreement so to do executed prior to the injury.

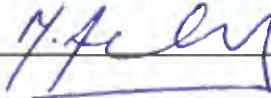
This agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assigns. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Ardalan Construction Company, Inc.

Contracting Party

Mozafar Ardalan, President

Name of Agent/Title



2/9/23

Date

END OF SECTION

(CUPCAA PROJECT) Acknowledgment of Bidding Practices Regarding Indemnity – 00240

FEMA Generator at District Office

#19-17S

Page 1 of 1

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: AUTHORIZE MEASURE S PROJECT 22-20S NETWORK INFRASTRUCTURE REFRESH AND AWARD ASSOCIATED CONTRACT TO ALL CONNECTED

ACTION

ISSUE: Shall the Board authorize Project 22-20S Network Infrastructure Refresh and award the associated contract to All Connected?

BACKGROUND: District wired and wireless network infrastructure including network switches and wireless access points are approaching their end of life at which time the manufacturers are ceasing support including providing critical security updates. They need to be replaced with new equipment in order to keep providing reliable network connectivity throughout the school district and to maintain network security. The district has contracted with Infinity Communications to solicit bids for this project under the Federal ERATE RFP process so that the project will be eligible 40% discounts on the hardware. The project is scheduled for installation around June of 2024. Network equipment such as switches and wireless access points are typically kept in service between 7-9 years.

Infinity Communications, the district's ERATE consultant, has received three bids through the ERATE RFP process. Our bid evaluation process (including review by the district technology committee) determined the proposal from All Connected best meets the district's needs with all factors considered including price. This project is in accordance with the district's technology plan and has been approved by the district technology committee and the Measure S Planning Committee.

FISCAL IMPACT: The total cost of All Connected's bid is \$1,480,024. After anticipated ERATE discounts on the hardware, the District's actual cost will be approximately \$1,000,000. The cost of this project is reflected under the Measure S budget framework and falls within the budgeted amount

BOARD POLICY: Pursuant to Board Policy 3312 Contracts - For the contract to be valid or to constitute an enforceable obligation against the district, all contracts must be approved and/or ratified by the Governing Board.

GOAL: In Support of Goal 4 – Utilizing resources efficiently and responsibly.

ALTERNATIVES:

1. Authorize project 22-20S and award contract for Network Infrastructure Refresh and award the associated contract to All Connected
2. Do not authorize project and award contract

RECOMMENDATION: Alternative No. 1

Prepared by: Enoch Kwok, Director of Technology
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

Jeff Davis, Ed.D.
Superintendent

Board Action: On motion of _____, seconded by _____, the Board of Education:				
VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____



Project No. Network Electronics – 0403-23C.1

RFP Response Prepared for:

Oak Park Unified School District
Enoch Kwok – IT Director
5801 E. Conifer Street
Oak Park, CA 91377

February 10, 2023

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COVER LETTER (Proposal Narrative):

February 10th, 2023

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

Re: OPUSD Network Electronics – 0403-23C.1

Enoch Kwok:

Thank you for the opportunity to provide our proposal for the above stated project.

AllConnected is grateful for the opportunity to respond to Oak Park Unified School District's proposal request for wireless network infrastructure. AllConnected is a certified small business located in Ventura County providing local organizations with premium support services for IT Departments. AllConnected has been providing network infrastructure solutions to California local K-12 School Districts and state and local government agencies since 1998.

AllConnected is a Cisco Premier Partner, holding certifications in routing, switching, data center and security. As such, we meet the Cisco partner qualifications, technical expertise, and experience required by OPUSD to deliver on this Network Electronics project. Our range of available services include:

- Basic and advanced technical support for network infrastructure
- Data center projects
- SAN/NAS Storage Solutions
- Virtu
- Wireless Systems and WAN/LAN Solutions
- Co-Managed CyberSecurity Services
- Co-Managed IT Infrastructure Services
- Engineering/Consulting Services and IT Business Continuity Services
- NASPO/WSCA, NCPA and CMAS Procurement contracts

AllConnected understands and complies with E-Rate requirements in providing services and products to K-12 school districts. We have provided discounted pricing within our bid response and we are confident that our team will successfully complete the above stated project and meet the client's satisfaction level and all code, standard and specification requirements.

AllConnected's Implementation Plan

- Our plan includes the following components: Providing/delivering the equipment shown in our Bill of Materials, and Implementing the infrastructure as defined in the Scope of Work.
- All equipment will be new. No substitutions have been made to the Oak Park Unified School District RFP. Product warranty includes 5 years of 24x7 support from Cisco Meraki.
 - Project Schedule & Tasks/milestonesAllConnected will perform pre-staging tasks in advance of installation. The installation will occur over the 6 week timeframe designated by OPUSD, and managed according to the

instructions included within this RFP. As mentioned in the scope of work (included in pages 34-37 of our response), our understanding is that scheduling may be contingent on construction occurring at various sites. The SOW indicated that 'Construction hours and site access may vary due to normal school hours, holidays, summer break. Respondent will work with the District to make use of non-instructional time that falls within normal school hours such as minimum days, school holidays, and/or professional development days'. AllConnected will incorporate the steps below to build a schedule to meet OPUSD's requirements.

Project tasks will include:

District Wide:

- Decommission EIGRP and implement OSPF across the whole district
- Configure District Wide Wireless before AP deployment to each site

Per Site:

- Transport relevant equipment to respective school sites
 - Setup each schools equipment in respective stage area for respective school site for pre-config and DOA testing
 - For all MDFs/IDFs at school site, Power down all old switches being replaced, track physical connections and label, remove switches being replaced, tidy and prep rack for new switches and stacks (Approx. 85 switches, majority are 48 ports)
 - Install and configure Uplink modules where applicable.
 - Configure stacking for all new switch stacks
 - Move existing patch panels and other items around in rack if necessary in order to facilitate patching with the shortest cables possible.
 - Fiber and Ethernet patching for all switches deployed (Approx. 85 switches, majority are 48 ports)
 - New Stack or port channels wiring depending on IDF switch models
 - Additional wiring for switches that will no longer be part of stacks once replaced
 - Proper cable management for all patch and fiber cables, utilizing Velcro, patch panels, patch management channels and other tools in order to keep installs clean and visually appealing
 - Mount new APs in designated locations, as well as labelling and documentation
 - Bring back old equipment to staging area where necessary
- Additional notes:
- Labor cost includes time for potential weekend work to meet deadline for each site and work around the potential constructions projects (or other access limitations that might exist as per RFP)
 - Labor cost includes time for all meetings outlined in the RFP on Page 12 along with regular progress meetings and documentation updates
 - Outdoor AP installations may require additional contracted resources if height/risk exceeds what AllConnected is insured for. Owner to provide necessary access, scissor lifts if required. If necessary, we have included a C-7 subcontractor on Form 05.
 - New Cores will be installed after all other switches have been deployed
 - OSPF Changes will be made in parallel with new Core Installation
 - For Switches, Client will provide all necessary cables with proper length and patch management hardware where it isn't already available.

Statement Regarding Conflict/Inability to meet systems/terms

- AllConnected does not see any issues in regard to our ability to meet the systems and/or terms and conditions specified in this RFP

Bidder Proposal Requirements

- Project 0403-23C.1 Network Electronics original form text is included in our response. To ease readability of AllConnected's response to this RFP, and address some inconsistency in numbering between (a) the RFP Table of Contents numbering, (b) the Instructions to Bidders numbering, and (c) the Main Body numbering, we will primarily use the Main Body numbering.
- Our bid response is based on the 0403-23C.1 Network Electronics RFP, dated January 17th, 2023. We acknowledge the 'Bid Introduction', 'Instructions to Bidders', 'General Information', and 'Project Management' sections, and have worked diligently to comply with all requests.

We thank you again for the opportunity to bid for this Network Electronics project and look forward to serving you and the Oak Park Unified School District.

Sincerely,

Alan McDonald

President & CEO
alanm@allconnected.com

01 - PROPOSAL FORM

PROJECT: 0403-23C.1 NETWORK ELECTRONICS

OWNER: OAK PARK UNIFIED SCHOOL DISTRICT

Pursuant to Request For Proposal (RFP) and related documents, the undersigned bidder, having familiarized himself/herself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the location where the work will be performed, and the Contract Documents, proposes and agrees to perform, within the time stipulated, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with 0403-23C.1 – Network Electronics all in strict conformity with the Specifications, and other Contract Documents, including Addendum No.'s _____, _____, _____, _____, _____. Copies of Addenda are obtainable from the Owner's Representative (Infinity Communications and Consulting, Inc.).

BASE BID – Network Electronics

The Bidder agrees to perform all work noted above, as described in the RFP and Project Documents for the lump sum of:

One million, five hundred thirty thousand, twenty-three dollars and ninety-three cents. Dollars (\$1,530,023.93)
(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).

Bidder shall breakout the above Base Bid cost by Site for E-Rate Program Funding allocation purposes:

Cost-Saving Options / AllConnected Notes:

- **\$20,000 Bonding Discount Option:** *This proposal includes payment/performance bonds for the entire bid amount. However, at Oak Park Unified School District's option, AllConnected can request our Bonding agent to Bond only the Labor Project portion of the Base Bid, resulting in a potential \$20,000 discount to the Oak Park Unified School District. To offset perceived risk, AllConnected can arrange a lockbox payment with our distributor, delivering product direct to location designated by OPUSD, sending funding directly to distribution. AllConnected would need to be notified in writing within 5 calendar days of a Notice to Proceed to exercise this option.*
- **Labor Discount Option:** *At OPUSD's option, if senior technical resources employed by OPUSD is available to assist the AllConnected team with this project, a potential 25% discount (\$30,000) could be granted to OPUSD. Included Install Costs in our Base Bid subtotal \$120,070.00 (approximately 8% of overall Base Bid).*
- *Site Breakout details were not provided in the 0403-23C.1 RFP. However, once they are provided, AllConnected agrees to breakout the above Base Bid by Site for E-Rate Program Funding allocation purposes.*

Contingency Fee – If applicable per form 3A

The Bidder agrees to negotiate in good faith with the Owner on future additional work not to exceed 10% of the Base Bid for the sum of:

Not Applicable Dollars (\$0)
(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).

Project will be awarded based on the evaluation criteria set forth herein. Price will be evaluated based on the sum total of the Base Bid, Basic Maintenance, and all Additive Alternates.

The bidder agrees that upon receipt of Owner's "**Notice to Proceed**", he/she will provide all required documents within **ten (10) calendar days** after the documents are presented for execution.

The bidder has carefully examined the RFP documents and specifications for this project that were prepared and furnished by the OWNER and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date to be stated in the OWNER'S **Notice to Proceed**.

NAME OF BIDDER: AllConnected, Inc

FULL NAME OF ALL
PARTNERS OR LEGAL
NAME OF CORPORATION Alan McDonald, Anna McDonald
(TYPE OR PRINT)

AUTHORIZED CONTACT /
BID PREPARER /

SALES REPRESENTATIVE: Yvette Clubb

BUSINESS ADDRESS: 4514 Ish Drive Simi Valley, CA 93063
(TYPE OR PRINT)

TELEPHONE: 805-526-1455

EMAIL: yvettec@allconnected.com

BY: _____
(SIGNATURE IN INK)

Yvette Clubb, SLED Representative
(TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

"I declare, under penalty of perjury, that the information provided, and representations made in this bid are true and current and that this declaration was executed on February 10, 2023 (date) at 4514 Ish Drive, California."

PRESIDENT OF
CORPORATION:

(SIGNATURE IN INK)

DATE

Alan McDonald

2/10/2023

(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

SECRETARY OF
CORPORATION:

(SIGNATURE IN INK)

DATE

Anna McDonald

2/10/2023

(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

CALIFORNIA STATE

CONTRACTOR'S LICENSE NO.: DIR #1000022572

FEDERAL I.D. NO:

77-0500321

LICENSE EXPIRATION DATE: 6/30/2024

TYPE OF LICENSE: N/A – IT Infrastructure

LICENSE IN THE NAME OF: AllConnected, Inc
(TYPE OR PRINT NAME)

CORPORATE SEAL:
(IF APPLICABLE)

02 - CONTINGENCY FEE AS A STANDARD PRACTICE

PROJECT: 0403-23C.1 NETWORK ELECTRONICS

OWNER: OAK PARK UNIFIED SCHOOL DISTRICT

The "Owner" establishes a classification "Contingency Fee"; for adds/moves/changes as affected by the construction/funding schedule, changes to campus environment. This classification applies to all construction work. This classification is not based on permanent physical elements of construction. Rather, the classification items are cost components common to construction, project, and program estimates.

Contingency will not be allowed for increases to labor cost, taxes, surcharges, shipping, and handling.

Bidder agrees that the contingency will be used for adds, moves and changes requested by the owner during the construction process for eligible services only. If the owner does not request adds, moves, or changes the contingency will be given back to the E-rate program.

Please fill in one of the following:

YES _____ (company name) does include contingency as a standard business practice as defined above.

If YES, please provide the "Contingency Fee" amount in percentage.

Equal to _____ % (not to exceed 10%) of the Base Bid amount. The E-rate Contingency Amount shall be:

\$ _____ Dollars (\$ _____).

—OR—

NO - AllConnected, Inc does not include contingency as a standard business practice as defined above.

I hereby certify under penalty of the perjury laws of the State of California that the foregoing is true and correct. Executed at 4514 Ish Drive, Simi Valley, California, on February 10, 2023.

Firm Name AllConnected, Inc

By _____

Signed _____

Printed Name Alan McDonald

Title President, CEO

03 – ELECTRONIC ITEM 21 ATTACHMENT SHEET

PROJECT: 0403-23C.1 NETWORK ELECTRONICS

OWNER: **OAK PARK UNIFIED SCHOOL DISTRICT**

Bidder shall provide itemized pricing for all equipment to be included in this Bid Response.

Due to filing requirements, an electronic copy will be required at the time of bid.

Acceptable formats: thumb drive, and digital copy. Files will be returned in the same format as the published Item 21, no exceptions. Failing to comply with these requirements will be considered for bid dismissal.

Bidder shall include a Description, Part Number, Quantity and Price for each relevant item included in their bid. Bidder shall provide the Labor cost as a line item.

“Provided by the “Service Provider”

Category Two - Internal Connections - Version 21.0																			
Reference Number	Type of Internal Connection	Installation Included in Price?	Type of Product	Make	Enter the Make (if Other)	Model	Lease or Rent or Purchase	Monthly Discounting Unit Costs	Monthly Discounting Unit Installable Costs	Monthly Quantity	Lease	Estimated Monthly Discounting Unit Costs	Estimated Monthly Discounting Unit Installable Costs	Lease	Estimated Monthly Discounting Unit Costs	Estimated Monthly Discounting Unit Installable Costs	Lease	Estimated Monthly Discounting Unit Costs	Estimated Monthly Discounting Unit Installable Costs
For Reference only - Not Reported	Required	Required	Required	Required	Required if "Other" is selected as Make	Required	Required	Required	Required	Required	Required	Required	Required	Required	Required	Required	Required	Required	Required
106	Yes	Cable/Connector	No	Teletch	Planal	PM-4-75-20-100	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
107	Yes	Cable/Connector	No	Teletch	Planal	PM-136-48-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
108	Yes	Cable/Connector	No	Teletch	Planal	PM-200-48-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
109	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
110	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
111	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
112	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
113	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
114	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
115	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
116	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
117	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
118	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
119	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
120	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
121	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
122	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
123	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
124	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
125	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
126	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
127	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
128	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
129	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
130	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
131	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
132	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
133	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
134	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
135	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
136	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
137	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
138	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
139	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
140	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
141	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
142	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
143	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
144	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
145	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
146	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
147	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
148	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
149	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
150	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
151	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
152	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
153	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
154	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
155	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
156	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
157	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
158	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
159	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
160	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
161	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
162	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
163	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
164	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
165	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
166	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
167	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
168	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
169	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
170	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
171	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
172	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
173	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
174	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
175	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
176	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
177	Yes	Cable/Connector	No	Teletch	Planal	PM-200-72-20	Yes	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00

04 - SUBSTITUTION LISTING

PROJECT: 0403-23C.1 NETWORK ELECTRONICS

TO: OAK PARK UNIFIED SCHOOL DISTRICT ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled:
Project: 0403-23C.1 NETWORK ELECTRONICS

The contract sum, proposed by the undersigned on the Proposal Form, is for the work as described in the Request for Proposal, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions, which were not Pre-Approved prior to the bid date, for the Owner's consideration. All substitutions must be listed on this form and submitted with the bid, or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]: ☒ **NO** substitutions ☐ the following substitutions:

Specified Product or Material	Proposed Substitution

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.
4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted. Bidder will supply all documentation to support this claim as attachments to the Substitution Listing with their bid. Failure to provide adequate documentation may result in the disqualification of the bid response.

SIGNATURE MUST BE IDENTICAL

BIDDER: AllConnected, Inc.

TO THAT PROVIDED ON BID FORM

BY: _____

05 – DESIGNATION OF SUBCONTRACTORS

PROJECT: 0403-23C.1 NETWORK ELECTRONICS

OWNER: OAK PARK UNIFIED SCHOOL DISTRICT

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the District awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No.

TYPE OF TRADE, LABOR, OR SERVICE	NAME & LICENSE NO. OF SUBCONTRACT, LICENSE EXPIRATION DATE:	LOCATION & PLACE OF BUSINESS
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<u>Low Voltage Electrical</u>	<u>Westside Connect, C7# CA 872409-C, 3/31/23</u>	<u>PO 261566, ENCINO, CA 91426</u>
-------------------------------	---	------------------------------------

_____	_____	_____
_____	_____	_____

Dated: _____

Name Of Bidder: AllConnected, Inc.

(Type or Print Name)

Address: 4514 Ish Drive

(Signature Of Bidder)

Simi Valley, CA 93063

0403-23C.1

Telephone: 805-526-1455

(Project No.)

(Category)

06 - NONCOLLUSION AFFIDAVIT

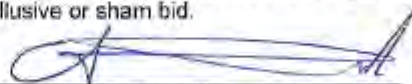
PROJECT: 0403-23C.1 NETWORK ELECTRONICS

OWNER: OAK PARK UNIFIED SCHOOL DISTRICT

(Public Contract Code Section 7106)

State of California)
) ss County Of
Ventura)
_____)

Sharon Briggs, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



(SIGNATURE OF BIDDER)

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this day _____, 20____.

See Attached Certificate

(SIGNATURE OF NOTARY)

(SEAL OF NOTARY)

(TYPED NAME OF NOTARY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of Ventura)
 On 2023 before me, Shacoya Braggs, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared christopher Alan McDonald
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Shacoya Braggs
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: noncollusion Affidavit Document Date: 2/13/2023
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

09 – BIDDER'S QUALIFICATION FORM

PROJECT: 0403-23C.1 NETWORK ELECTRONICS

OWNER: OAK PARK UNIFIED SCHOOL DISTRICT

The prospective Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement fully and completely may result in rejection of any bid submitted. Additional sheets may be attached if necessary. "You" or "your" as used in this questionnaire refers to the Bidder's firm and any of its owners, officers, directors, shareholders, parties, or principals. Owner has discretion to request additional information depending on the project.

1. Firm name and address: AllConnected Inc.
4514 Ish Dr.
Simi Valley, CA 93063

2. Telephone: 805-526-1455

3. Type of firm: (check one) Individual ☐ Partnership ☐ Corp. ☒

4. Names and titles of all principals of the firm:

Alan McDonald, CEO
Anna McDonald, Secretary
Richard Pressler, CTO

5. Number of years as contractor. Include only years in this type of construction and only the years with the current entity in its current form: 10 Years registered with DIR/Public Works

6. Years of experience your firm has in public school construction work:

As prime contractor: **24 Years as primary bidder/project lead** As subcontractor: **N/A**

7. In the last five years has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' associations outside of the firm bidding this Project. If the answer is yes, give date, name, and address of surety and details.
No.

8. In the last five years have you or any of your principals been assessed liquidated damages for any project? Response must include information pertaining to principals' associations outside of the firm bidding this Project. If yes, explain:
No.

9. In the last five years have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to a public construction project and/or an E-Rate project? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide name of public agency and details of the dispute.

Attach additional pages, as necessary.

No.

10. In the last five years have you or any of your principals ever failed to complete a project? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attach additional pages, as necessary.

No.

11. Experience

a. Provide the total number of the specified Systems that you have installed (not using subcontractors) in the last 3 years. (The winning Contractor will be responsible to provide a complete list of reference to confirm this number if asked)
Five significant networking and datacenter infrastructure projects

b. 11b. Provide the number of the specified Systems that you have installed (not using subcontractors) in the Education K-12 Market in the last 3 years. (The winning Contractor will be responsible to provide a complete list of reference to confirm this number if asked)
No significant infrastructure projects for K-20 during pandemic, though we have included (3) State/Local/Education references in 'additional references' where we have supported and maintained K-12, public sector & municipal infrastructure

12. Service

a. Provide the Address of the Service Facility that will be responsible for service calls for this project:

Address 4514 Ish Drive
City Simi Valley
State CA
Zip 93063

b. Provide the number of Manufacture Certified Technicians that who are employed by you, which are responsible for service call-ins. (The winning Contractor will be responsible to provide copies of the Manufacture Certificates to confirm this number if asked)
Dominik Azam, Richard Pressler, HB Barnum, Zach Wetzel

c. 12c. Provide the hourly charge that you will charge the Owner for Non-Warranty service calls. Price will include all fees including but not limited to travel charges and hourly minimum charges.
• \$185.00/hour for CMAS L2 Rates. \$235.00/hour for CMAS L3 Rates. See Exhibit A – Rate Sheet

13. Additional Features

a. Provide any additional information that you deem as pertinent to this project that will reflect an ROI (Return on Investment) for the specified system that you are proposing to install.
Please see <https://meraki.cisco.com/industries/primary-education/>

b. Provide any additional information that you deem as pertinent to this project that demonstrates additional functions and features of the specified system that you are proposing to install.
Please see <https://meraki.cisco.com/industries/primary-education/>

14. List of References: Provide information on the three largest E-Rate projects your company has completed in the last five years that comes closest to matching the scope of this RFP. If Contractor has not completed an E-Rate project, provide the largest three "Educational Market" projects your company has completed in the last five years. Contractor may include additional documentation.

Project #1

Project Name: Camrosa Water District – Managed IT Infrastructure Services

Contact Information:

Address: 7385 Santa Rosa Road
Camarillo, CA 93012

Phone Number: 805-482-4677

Contact Person:

Name: Joe Willingham

Title: IT Director

Phone #: 805-482-4677

Description of Project: This project included the implementation of operational technology and information technologies to improve management, security, and availability of the Camrosa Water Districts network. The project included both Managed Services, and Project services focused on improvements to the network, remote user work environment, cybersecurity services, SCADA network operations, and disaster recovery services.

Project Start Date: February 2022

Project Completion Date: June 2022, and ongoing for 36 mos (thru Jul 2025)

Contract amount: \$606,990

Architect/Engineer:

Firm Name: AllConnected

Contact Person:

Name: Richard Pressler

Title: CTO

Phone #: 805.475.5015

Project #2

Project Name: City of Oxnard - PD

Contact Information:

Address: 300 W. 3rd Street
Oxnard, CA 93030

Phone Number: 805-200-5347

Contact Person:

Name: Kenneth Austin

Title: IT Director

Phone #: 805-482-4677

Description of Project: Replaced all Core equipment for both City and the PD, including Firewalls, Core switches as well as other secondary switches. Assisted with various aspects of the larger network redesign and cleaned up dynamic and static routing, firewall rules, VPNs, and other items to optimize traffic flow as well as decommission old hardware and configuration items that were sub-optimal.

Project Start Date: February 2021

Project Completion Date: October 2022, ongoing

Contract amount: \$30,000*

* Also completed a \$68,800 Firewall & Network Deployment project for City of Oxnard in Dec 2018

Architect/Engineer:

Firm Name: AllConnected

Contact Person:

Name: Dominik Azam

Title: Senior Network Engineer

Phone #: 805.526-1455

Project #3

Project Name: LA Opera Network Project (non-profit)

Contact Information:

Address: 135 North Grand Ave
Los Angeles, CA 90012

Phone Number: 213-972-7608

Contact Person:

Name: Chul Park
Title: IT Director
Phone #: 213-972-7608

Description of Project: Replaced all core network equipment including Core Switches and Primary firewalls. Reconfigured network both physically and logically to accommodate for new hardware and optimize traffic flow, as well as rewrite all security policies to take advantage of new hardware and features.

Project Start Date: November 2021

Project Completion Date: February 15, 2022

Contract amount: \$68,834

Architect/Engineer:

Firm Name: AllConnected

Contact Person:

Name: Dominik Azam
Title: Senior Network Engineer
Phone #: 805.526.1455

10 – MANUFACTURER’S CERTIFICATION FORM

PROJECT: **0403-23C.1 NETWORK ELECTRONICS**

OWNER: **OAK PARK UNIFIED SCHOOL DISTRICT**

Please provide the following information concerning any Manufacturer’s Certifications that apply to the material and scope as defined in the Project Specifications and Bid Drawings for the Network Electronics **FY2023** E-Rate Project for the Oak Park Unified School District.

Certification #1

Name of Manufacturer **Cisco Systems, Premier Integrator**

Certification Expiration Date **01/25/2024**

Certification #2

Name of Manufacturer **Cisco Systems, Networking Specialization**

Certification Expiration Date **12/25/2023**

Certification #3

Name of Manufacturer **Cisco Systems, Registered Partner**

Certification Expiration Date **06/19/2023**

Certification #4

Name of Manufacturer **Cisco Systems, Umbrella for MSSPs Specialization**

Certification Expiration Date **03/23/2023**

Certification #5

Name of Manufacturer **Cisco Systems, Collaboration SaaS Specialization**

Certification Expiration Date **10/18/2023**

Copies of our Manufacturer certifications listed here are submitted as attachments with the prefix of ‘DS’ as follows:

- DS01 – MS425
- DS02 – MS390
- DS03 – MS350
- DS04 – MR57
- DS05 – MR86
- DS06 – MR56
- DS07 – ANT20/ANT25

11 – CONTRACTOR LICENSE CERTIFICATION FORM

PROJECT: 0403-23C.1 NETWORK ELECTRONICS

OWNER: OAK PARK UNIFIED SCHOOL DISTRICT

Please provide the following information concerning the Contractor License being used for the Network Electronics FY2023 E-Rate Project for the Oak Park Unified School District.

California State

Contractor's License No. N/A, DIR registered*

Type of License N/A – Information Technology Provider


License Expiration Date 6/30/2024

Public Works Contractor's
Registration No. DIR Registration #: 1000022572

* Although the Scope of Work provided and the nature of this project does not appear to require a C-7 license, we have included a C-7 subcontractor on Form 05 – Designation of Subcontractors. This subcontractor would be utilized if/when required.

Attach a copy of the Contractor License for the entity listed above.

- AllConnected is a registered Public Works Contractor with the CA Dept of Industrial Relations. See below.

 ALLCONNECTED INC.		View Details
Detail:		
Registration Number:	1000022572	Registration History
Status:	Active	
CSLB Number:		
Legal Entity Type:	Corporation	
Mailing Address:	4514 ISH DRIVE SIMI VALLEY CA 93063	
County:	Ventura	
Craft:	Consultant	
Email:	controller@allconnected.com	
DBA		
Name		
ALLCONNECTED		

13 – BID BOND

IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

PROJECT: 0403-23C.1 NETWORK ELECTRONICS

OWNER: Oak Park Unified School District

KNOW ALL MEN BY THESE PRESENTS, that we, AllConnected, Inc as Principal, and Merchants Bonding Company as Surety, are held and firmly bound unto the Oak Park Unified School District (referred to as Owner) in the sum of **Ten percent (10%)** of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated February 10th, 2023, for:

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within **30** days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this 10th day of February, 2023, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.


DATED: 2/10/2023

PRINCIPAL

By 
AllConnected, Inc
Title **President & CEO**

DATED: February 10, 2023

SURETY

By 
Elizabeth Marsh
Title **Attorney-in-Fact**

Note: Signatures of those executing for the Surety must be properly acknowledged.

All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security: cash, a cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the trustees. The security shall be in an amount equal to at least 10 percent of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchant's National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Betty Moreno; Christian Sturdivant; Elizabeth Marsh; Franci Zalon; James A Holter; Jennifer Esparza; Joel Zavala; Lori Ann Farmer Lopez; Margie Perry; Maria Washington; Mary Elizabeth Erba; Noel Selva; Sandra Asseltine; Tamara Scott; Vincent Jacobellis; William A Anderson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



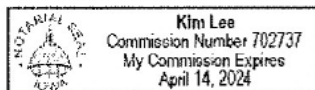
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of February, 2023.



William Warner Jr.
Secretary

POA 0018 (10/22)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Los Angeles }

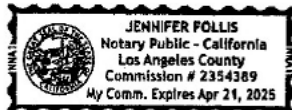
On 02-10-2023 before me, Jennifer Pollis - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Elizabeth Marsh
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Jennifer Pollis
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

14 – CONTRACTOR AGREEMENT

PROJECT: 0403-23C.1 NETWORK ELECTRONICS

OWNER: OAK PARK UNIFIED SCHOOL DISTRICT

CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into by and between the Oak Park Unified School District, hereinafter called "District", and **AllConnected, Inc.**, hereinafter called "Contractor,". District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties." This Agreement is made with reference to the following facts:

WHEREAS, The District published a Request for Proposal and seeks to procure the work covered in the Agreement in accordance with Public Contract Code 20118.2;

WHEREAS, The Contractor understands that the Agreement is contingent on the District's receipt of federal and/or state funds for the work covered in this Agreement. If the District does not receive adequate federal and/or state funds, this Agreement shall be null and void at the District's request. In the event that the Agreement is rendered void, the District will not be liable for any costs incurred by the Contractor prior to the issuance of a Notice to Proceed; and

NOW, THEREFORE, the Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Contract Documents. The complete contract includes all of the "Project Documents" provided in the Request for Proposal, including all modifications, addenda and amendments thereto. The Contract Documents are complementary and what is called for by anyone shall be as binding as if called for by all.
2. Scope of Work. The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete, in a good workmanlike manner, the work in strict accordance with the **Request for Proposal 0403-23C.1 Network Electronics**.

It is understood and agreed that the work shall be performed and completed as required in strict accordance to the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

1. Total Contract Price – As full consideration for the faithful performance of the agreement, District shall pay to Contractor, subject to any additions or deductions as provided in the Contract Documents, the sum of:

Total sum of Base Bid

One million, five hundred thirty thousand, twenty-three dollars and ninety-three cents

Dollars (\$ **1,530,023.93**).

Contingency amount (if applicable)

N/A _____ Dollars (\$ _____).

CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER

Total sum of Base Bid + Contingency _____ Dollars (\$ _____).

1. Contingency Fee Contractor agrees that the Contingency Fee shall be used for adds, moves, and changes requested and authorized by the District in writing. If applicable, the Contract Price will be reduced by the amount of the unused Contingency Fee at the completion of the Project. Per the requirement of the E-Rate program, the District will file a Form 500 to reduce the amount of the E-Rate eligible committed funding accordingly.
2. Work to Commence It is hereby understood and agreed that the work under this Agreement shall not commence until after the issuance of the Notice to Proceed. No work may commence until after April 1 of the previous funding year per the requirements of the E-Rate Program.
3. Time for Completion Project must be completed within ninety (90) consecutive calendar days from the date specified in the District's Notice to Proceed. Agreement may be extended if mutually agreed on by both parties in writing.

Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof.

4. Liquidated Damages Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, In accordance with Government Code section 53069.85, Contractor agrees that it shall pay to the District the sum of **Five Hundred Dollars and No Cents (\$500.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty. In the event any portions of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

5. Coordination of Work The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. Loss Or Damage The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
7. Classification of Contractor's License Contractor hereby acknowledges that it currently holds valid Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
8. Payment of Prevailing Wages The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors under the Contractor shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
9. Labor Compliance If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.
10. Payment On or before the twentieth (20th) day of each month, Contractor shall submit to the District an itemized application for payment for Work completed during the prior month. The application shall include all information required by the District and shall be in a format approved by the District.

Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. No progress payments will be made for Work not completed in accordance with this Agreement or for any amounts withheld by the District due to punch list items, disputed work or stop notices, upon final completion.

District shall make said payment of any balance due to the Contractor promptly upon filing the Notification of Completion for the Project, receipt of a release of lien and claims from the Contractor pursuant to Civil Code section 3262, and its acceptance of the Work. In the event that the District is required to withhold amounts from payment due to punch list items, disputed work or stop notices, Contractor shall execute a Conditional Waiver and Release upon Final Payment on the form prescribed in Civil Code section 3262 and shall execute an Unconditional Waiver and Release upon Final Payment on the form prescribed in Civil Code Section 3262, upon the District's payment of any amounts originally withheld from payment. Pursuant to California law, should a dispute arise between the Contractor and District, including amounts withheld for punch list items, District may withhold from the payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount and/or the amount of the punch list work.

The Contractor to comply with the SLD's Form 474 "Service Provider Invoicing" (SPI) method for this contract. Contractor will invoice USAC directly for the committed funding amount of "eligible" equipment and services. The Owner will only be responsible for their percentage of the "eligible" equipment and services and 100% of "ineligible" equipment and services. A copy of the Form 474 will be sent to the Project Administrator, for approval, prior to be sent to USAC.

In the event that the Owner authorizes the Service Provider to begin service prior to filing a Form 486 (Receipt of Service Confirmation Form), the Owner agrees to pay the Service Provider in full for the discounted and undiscounted amount of the accepted service(s) received. The Owner shall, at their sole discretion, seek reimbursement for the discounted amount of the service provided from USAC. The Owner shall do so by preparing and submitting a Form 472 Billed Entity Applicant Reimbursement (BEAR) to USAC. Service Provider agrees to remit any and all reimbursement payments received by the Service Provider as a result of a Form 472 filed by the Owner, within 20 business days after receipt of funds released by USAC.

11. Public Safety During the performance of the Project, Contractor shall take over all the necessary precautions and place proper guards for the prevention of accidents and shall be liable to the District for all damages and costs resulting from the Contractor's acts or omissions in the performance of the Project or from any improper materials used in its construction.
12. Insurance Contractor shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001) and with insurance companies acceptable to the District.

At all times during the performance of the Project under this Agreement, Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form at least as broad as Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto) and with insurance companies acceptable to the District.

At all times during the performance of the Project under this Agreement and until the date of Project completion and acceptance by the District, Contractor shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

13. The following insurance limits are required for the Agreement:

Combined Single Limit	
Commercial General Liability	<u>\$1,000,000</u> per occurrence / <u>\$2,000,000</u> aggregate for bodily injury, personal injury and property damage
Automobile Liability	<u>\$1,000,000</u> per occurrence for bodily injury and property damage
Employer's Liability	<u>\$1,000,000</u> per occurrence

14. Fingerprinting Requirements Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with the District's pupils. Contractor shall also ensure that its subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, Contractor and its subcontractors must provide for the completion of the certification form provided in the Request for Proposal and incorporated herein by reference prior to commencing work on the Project. In no event shall any employees of Contractor or its subcontractors come into contact with the District's pupils before the certification is completed.

15. Bonds The Contractor shall be required to furnish a Payment and a Performance Bond, in an amount not less than one hundred percent (100%) of the Contract Price within ten (10) days of the District's issuance of the Notice to Proceed and prior to the performance of any work or the ordering of any Equipment for the Project. The bonds shall be secured from a surety company satisfactory to District, shall be submitted on the prescribed bond forms include in the request for Proposal. The bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to Code of Civil Procedure section 995.120. Failure to submit acceptable bonds will be cause of termination of the Agreement.
16. Additional Work To the extent that additional work is required for the proper completion of the Work due to unforeseen circumstances and/or site conditions and is, therefore, not set forth in Contract Documents, the Parties may execute a change order to this Agreement setting forth the scope of such additional work, the time for completion for such additional work and the amount of additional compensation.
17. Assignment of Contract Neither Party shall not assign, transfer, convey, or otherwise dispose of this Agreement or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from the other Party's authorized representative.
18. Suspension/Termination of Contract If Contractor fails to commence work as provided in the Agreement, or fails to make delivery of materials promptly as ordered and such delivery is so late as to amount to gross negligence or willful misconduct, or if in the opinion of District's authorized representative, Contractor is not carrying out the provisions of the Agreement in their true intent and meaning, written notice will be served on Contractor to provide, within a specified time to be fixed by District's authorized representative, for satisfactory compliance with this Agreement. If Contractor neglects or refuses to comply with such notice within the time therein fixed, he/she shall not thereafter exercise any rights under said Agreement or be entitled to receive any of the benefits thereof, except as hereinafter provided, and District's authorized representative may with the approval of the District Board perform any part of the Project or purchase any or all of the material included in the Agreement or required for the completion thereof, or take possession of all or any part of the machinery, tools, appliances, materials and supplies used in the Project covered by the Agreement or that have been delivered by or on account of Contractor for use in connection therewith, and the same may be used either directly by District or by other parties for it, in the completion of the Project.

District has the right to terminate or abandon any portion or all of the Project under this agreement by giving ten (10) calendar days written notice to Contractor and its Surety. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the Project completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the Project completed prior to termination. If said termination occurs prior to the issuance of the Notice to Proceed, the District shall not be liable to the Contractor for any costs or amounts whatsoever under this Agreement. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of the Project.

Contractor may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this agreement through no fault of Contractor.

19. Permits and Licenses Contractor shall maintain any required licenses or professional certifications required to perform the Scope of Work specified herein throughout the duration of the performance of the Project. Contractor and its subcontractors, if any, shall comply with all laws, ordinances, rules and regulations relating to the Project and to the preservation of public health and safety, obtaining all necessary permits and licenses for the construction of the Project and posting all deposits or bonds required by law.
20. Assignment of Anti-Trust Claims Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action as it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Agreement. This assignment shall become effective at the time that District tenders final payment to Contractor, without further acknowledgment by the parties. Contractor shall have the rights set forth in Sections 4553 and 4554 of the Government Code.
21. Notice of Third-Party Claims Pursuant to Public Contract Code section 9201, the District shall provide the Contractor with timely notification of the receipt of any third-party claim, relating to the Agreement. The District is entitled to recover its reasonable costs incurred in providing such notification.

22. Substitution of Security If the Contract Price will be paid over a series of progress payments, from which the District is required to withhold a percentage of the progress payment pursuant to California law, pursuant to Public Contract Code section 22300, Contractor may substitute securities for any money withheld by District for progress payments to ensure the performance under the Agreement.
23. Procedure for Resolving Disputes The parties to this Agreement are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code (as amended by the Statutes of 1990, Chapter 1414, effective January 1, 1991), which requires compliance with the following procedures to resolve any claim by the contractor of \$375,000 or less regarding an extension of time, a change order, extra work, or any other disputed amount: If following the meet and confer conference the claim or any portion remains in dispute, the claimant must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
24. Indemnification To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District against any and all claims involving any type of property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site; provided however, Contractor shall only be liable to the extent of its negligence or willful misconduct. Contractor will defend any action filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney fees in connection therewith. Contractor will promptly pay any judgment rendered against Contractor or District arising out of or in connection with such work, operation or activities of Contractor hereunder and Contractor agrees to save and hold District harmless there from. District may retain to the extent it deems necessary, the money due to Contractor under and by virtue of this Agreement until disposition has been made of such actions or claims for damages as specified herein above.
25. Interpretation In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.
26. Governing Law This Agreement shall be construed in accordance with and be governed by the laws of the State of California. The Parties agree that Kern County, California is the proper venue for enforcement of the terms of this Agreement. The prevailing party in any action to enforce this Agreement or otherwise concerning the terms of the settlement of the action shall be awarded costs and attorney's fees.
27. Guarantee of Project Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year after the date of final acceptance (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later), Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand. Nothing in this section shall limit the District's legal remedies for defective work, including but not limited to remedies pursuant to California Code of Civil Procedure section 337.15.
28. Equipment Warranty Contractor shall maintain a guarantee that all items delivered under this Agreement are protected against imperfections of materials and/or workmanship during the period of the Agreement. Within thirty (30) days of completion of the Project, the Contractor shall assign any manufacturers or other equipment warranties to the District and shall provide the District with any relevant document(s) thereto.

Should the contract warrant an additional term above the already established term.

1. Integrated Agreement This Agreement embodies the entire understanding between the Parties pertaining to the matters described herein. Each party acknowledges that no party, agent or representative of the other party has made any promise, representation, or warranty, express or implied, not expressly contained in this Agreement, that induced the other party to sign this document. No modification of this Agreement shall be valid unless agreed to in writing by the Parties. This Agreement may be executed in separate counterparts, the whole of which shall constitute a binding agreement. Facsimile or E-mail signatures, when received, shall have the same force and effect as original signatures.

2. Contract Expiration This agreement expires on the date listed below. The contract may be extended upon agreement by both parties.
Contract Expiration Date: **September 30, 2024**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Effective Date set forth in the introductory paragraph above.

“DISTRICT”

Oak Park Unified School District

By: _____

Name: _____

Title: _____

Date: _____

“CONTRACTOR”

AllConnected, Inc.

By _____

Name: Alan McDonald

Title: President & CEO

Date: _____

15 - PAYMENT BOND

PROJECT: **0403-23C.1 NETWORK ELECTRONICS**

OWNER: Oak Park Unified School District

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Oak Park Unified School District ("hereinafter referred to as Owner"), has awarded to AllConnected, Inc. hereinafter referred to as the "Contractor/Principal" a contract for the work described as follows:

0403-23C.1 Network Electronics

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Contractor/Principal and _____ as Surety, are held firmly bound unto the Oak Park Unified School District (Owner) in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the OWNER and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or representative in California)

(if different from above)

(Telephone and Fax number of Surety, or agent or
representative in California)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of __, 20__.

CONTRACTOR/PRINCIPAL (Seal)

By:

Signature

Print Name and Title

By:

Signature

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY:

Mailing Address of Surety

Telephone and Fax No. of Surety

0403-23C.1

Project Number:

16 - FAITHFUL PERFORMANCE BOND

PROJECT: 0403-23C.1 NETWORK ELECTRONICS

OWNER: Oak Park Unified School District

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Oak Park Unified School District (hereinafter referred to as "OWNER"), awarded to AllConnected, Inc (hereinafter referred to as the "Contractor/Principal") the contract for the work described as follows:

0403-23C.1 Network Electronics

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference.

NOW, THEREFORE, we, AllConnected, Inc, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Owner in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify, defend and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees and expert fees, incurred by Owner in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Project, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the Owner to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Owner under the Contract and any modification thereto, less any amount

previously paid by the Owner to the Contractor and any other set offs pursuant to the Contract Documents.

- (3) Permit the Owner to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Owner under the Contract and any modification thereto, less any amount previously paid by the Owner to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Owner, when declaring the Contractor in default, notifies Surety of the Owner's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of __, 20__.

CONTRACTOR/PRINCIPAL (SEAL)

By:

SIGNATURE

PRINT NAME AND TITLE

SURETY

By:

SIGNATURE

PRINT NAME AND TITLE

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY:

MAILING ADDRESS OF SURETY

TELEPHONE AND FAX NO. OF SURETY

0403-23C.1

PROJECT NUMBER #

17 - FINGERPRINTING CERTIFICATION FORM

PROJECT: 0403-23C.1 NETWORK ELECTRONICS

OWNER: Oak Park Unified School District

I, Alan McDonald, am an
[type or print name]

☒ Owner of the company named below
☐ Partner of the partnership named below

[check one] ☒ President or CEO of the corporation named below
☐ Principal of the joint venture named below
☐ Other [specify]

[check one or more] The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

☐ [For compliance with Education Code Section 45125.2(a)(1)]

That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.

☐ [For compliance with Education Code Section 45125.2(a)(2)]

That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee Dominik Azam. It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify Owner and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.

☐ [For compliance with Education Code Section 45125.2(a)(3)]

That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.

☐ [For compliance with Education Code Section 45125.1(g). Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]

That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

☒ [For compliance where there is limited contact or less with pupils]

That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

AllConnected, Inc [name of contracting entity]

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE

SIGNATURE

18 - PREVAILING WAGE COMPLIANCE CERTIFICATION

PROJECT: 0403-23C.1 NETWORK ELECTRONICS

OWNER: Oak Park Unified School District

I hereby certify that I will conform to the State of California Public Works Contract Requirements regarding wages, benefits, on- site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements.

CONTRACTOR:

(COMPANY NAME)

(SIGNATURE)

(PRINT NAME & TITLE)

DATE: _____

PROJECT NUMBER: 0403-23C.1

WAGE CATEGORY: _____

19 - SCOPE OF WORK

Respondent will be responsible for all work as described in the "Scope of Work", "Project Documents", "Specifications" and "Drawings". It is the responsibility of the Respondent to bid a complete and operable solution. If the bidder feels that the system described is not complete, the Bidder must address their specific concerns in writing to the Owner before submitting a quote. The Owner will not be responsible for additional costs incurred by the bidder due to the submission of an incomplete bid.

GENERAL REQUIREMENTS

The Respondent will be required to provide applicable State License for the scope of work described herein. The Respondent's quote shall include a warranty for all work to be performed for no less than 12 months from the date of completion.

Clean Up work will be performed daily and will be required in one area before moving to another area to perform work.

The installation schedule pertaining to this bid package must be adhered to by the Respondent or liquidated damage will be assessed by the Owner in the amount listed in the agreement. No extension of time will be granted unless written consent from the owner is given.

Buildings will be available to the Respondent during regular business hours for investigation and prep work. This work shall not disrupt classroom instruction nor interfere with the safety of students and staff.

Respondent will provide a bid including all labor, materials, tools and equipment required for the complete installation, including ladders, lifts, power and hand tools.

Respondent's price will include cutover and testing of equipment after 4:00pm and before 7:30am of the next business day. Construction hours and site access may vary due to normal school hours, holidays, summer break. Respondent will work with the District to make use of non-instructional time that falls within normal school hours such as minimum days, school holidays, and/or professional development days.

PROJECT OBJECTIVE

The Respondent will be responsible for the removal of the existing data network switches and shall return all removed equipment to the District. The new network switch installation and configuration will include switches into existing rack locations. The Respondent is also responsible for the installation and configuration of Wireless Access Points, interior and exterior, through the district. Wireless access points are located in classrooms, gymnasiums, auditoriums, office spaces, corridors, lunchrooms, libraries and other school rooms including outdoors in public spaces, sports fields, and others. The Respondent will be responsible to provide new fiber optic patch cords and connect all existing copper station ports to the new switches. All programming, configuration, testing, labeling and documentation will be provided in the contactor's bid price.

Respondent will provide pricing for 5-year licensing as shown on the provided equipment list. Respondent will also provide separate pricing for single year licenses beyond the 5-year term.

IMPLEMENTATION

Respondent will provide in their quote the cost to provide and install and program all equipment as described in the equipment list. The Respondent must meet the minimum manufacturer certifications.

Logical Configuration of Networking Equipment:

- Record MAC addresses of each Access Point and Printer as well as any other devices that need special VLAN considerations in the full existing stack (This will be done for all switches in the cabinet, not just the switch that's being replaced or supplemented)
- When deploying new switch, use MAC information in previous step to trace out new port location for each of the recorded devices and assign the proper VLANs.
- Reprogram Ports and VLANs in existing switches using recorded MAC information after the cabinet and switches have been rearranged and outfitted with shorter patch cables where applicable

- Dot1Q Trunking on all upstream and downstream links
- Configure the existing VLANs and IP scopes that are currently in place at the campus
- Configure the following new VLANs:
 - Bring VLANs up to school standards
 - Make VLAN changes requested
- Hostname and IP address on all switches
 - Logging to syslog server
 - Spanning Tree configuration for each switch / port to match school standard ensure interoperability and expected behavior when link/switch failures occur
 - Logically and physically configure Etherchannel to use each redundant working fiber pair back to the MDF where feasible where redundant fiber links are available
 - Downstream Etherchannel configuration where applicable and redundant links available
 - Multicast Configuration to support existing VOIP / Bell system configuration where applicable
 - Local switch configurations including username/password to ensure secure manageability when cloud based dashboard might not be accessible
 - Enable sticky ports for port security in some specific locations some IDFs
 - QoS where applicable to match config of switches being replaced
 - Configure QoS and multicast on relevant uplink and downlink ports
 - Change district wide routing from EIGRP to OSPF between District office and all school sites
 - Necessary configuration for switches to properly to interface with Nutanix / VMWare / Hypervisors resources at DO and some sites

Physical Installation and patching:

- Transport relevant equipment to respective school sites
- Stage each schools equipment in staging area for respective school site
- For all MDFs/IDFs at school site, Power down all old switches being replaced, track physical connections and label, remove switches being replaced, tidy and prep rack for new switches and stacks (Approx. 85 switches, majority are 48 ports)
- Install and configure Uplink modules where applicable.
- Configure stacking for all new switch stacks
- Move existing patch panels and other items around in rack if necessary in order to facilitate patching with the shortest cables possible.
- Fiber and Ethernet patching for all switches deployed (Approx. 85 switches, majority are 48 ports)
- New Stack or port channels wiring depending on IDF switch models
- Additional wiring for switches that will no longer be part of stacks once replaced
- Proper cable management for all patch and fiber cables, utilizing Velcro, patch panels, patch management channels and any other tools in order to keep installs visually appealing

Deliver documentation of each device in spreadsheet format. At the least, this document will show the serial number, device name, district tag number, device location, operating system version at time of deployment, and management IP address

Equipment changeout at the school sites may not begin until June 3rd, 2024, and all network switching gear and Wireless Access Points must be installed and configured and ready for production before July 15,

2024 at all sites. Vendor needs to prepare for a phased rollout schedule with each site down for no more than 1 week during the changeover.

NETWORK SWITCHES

1. Respondent will provide programming and installation as follows:
 - a. Core and Edge Switches
 - i. Shall be pre-programmed and tested off-site, to the fullest ability of the Respondent, prior to beginning on site work or installation of equipment.
 - ii. Respondent will program the new switches to include the following Simple Network Management Protocol (SNMP) at a minimum. The Respondent should anticipate additional programming requirements by the Owner.

Logging History Errors	Logging Trap Warnings	Logging Buffer
Access List	snmp-server Community	snmp-server informs retries 10 timeout 30 pending 100
Logging Host	snmp-server enable traps	snmp-server system-shutdown
snmp-server tftp-server-list	snmp-server contact	snmp-server location
Chassis-id: (serial number)	snmp server enable traps snmp authentication linkdown linkup coldstart warmstart	Snmp-server enable traps cpu threshold
Snmp-server enable traps tty	Snmp-server enable traps vtp	Snmp server enable traps flash
Snmp server enable traps vlancreate	Snmp-server enable traps envmon fan shutdown supply temperature status	Snmp-server enable traps port-security
Snmp-server enable traps entity	Snmp-server enable traps config	Snmp-server enable traps config-copy
Snmp-server enable traps bridge newroot topologychange	Snmp-server enable traps stpx inconsistency root-inconsistency loop inconsistency	Snmp-server enable traps syslog
Snmp-server enable traps mac- notifications change move threshold	Snmp-server enable traps vlanmembership	Snmp-server host (host IP) !New Prime
Snmp-server host (IP) !New Live Action	Snmp ifmib ifindex persist	

- b. Licensing
 - i. The Respondent shall provide all licensing as required and described in these documents.
 - ii. The Respondent shall install all licensing as required by the manufacturer to provide a complete and operable system at the time of turn-over to the Owner.

WIRELESS NETWORK EQUIPMENT

1. Respondent will provide the following:
 - a. Wireless Access Points
 - i. Shall be pre-programmed and tested off site, prior to on-site work beginning by the Respondent.
 - ii. Respondent will coordinate with the District IT staff for appropriate VLAN's, IP address schemes, naming conventions, and SSID's.
 - iii. Shall be connected to existing structured cabling locations. Respondent shall include all brackets and patch cables.
 - b. Licensing
 - i. The Respondent shall provide all licensing as required and described in these documents.
 - ii. The Respondent shall install all licensing as required by the manufacturer to provide a complete and operable system at the time of turn-over to the Owner.

EQUIVALENT PRODUCTS

- A. All Products described and Part Numbers given in this Specification are those of Meraki or equivalent unless otherwise noted.
- B. Pre-Approved Equals; None at this time
- C. Contractors wishing to approve a system other than those specified in this document will be

required to perform the following:

1. Provide System specifications and cut sheets for all system components for the proposed new system(s).
 2. Provide an itemized comparison to each of the system functions as described in this specification and manufacture's documentation. Include in that document how the proposed system compares to the specified system described in this document on a line by line basis, using one of the following three criteria: "exceeds"/"matches"/"unequal".
- D. All other products than those specifically address in the bid document that the Contractor is seeking approvals for must be **received** by the Owner's Representative **no later than ten (10) days before the bid date**. All Approved Equals will be published in addendum form prior to the bid date.
- E. Failure to received written approval for product installed that deviates from the products called for in this specification and/or on the project drawings will result in the contractor having to replace the unapproved materials and equipment with the originally specified products at no additional cost to the Owner.
- F. All proposed system documentation must be sent to the Owner's Representative via email. The Contractor will include the project name, their contact information, and the specification section number that the proposed system is comparable to.

EXCLUDED FROM RESPONDENT'S SCOPE OF WORK

The following Items are excluded from the Respondent's Scope of Work for this Project and will be provided by others:

1. Structured Cabling and Fiber Optics – Inter/Intra Building
2. Rack and Cabinet equipment housings
3. Power and Cooling for equipment locations

END OF SCOPE OF WORK SECTION

20 - Oak Park USD Equipment List

Manufacturer	Item Description	Part Number	Quantity	Installation?
Meraki	MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch	MS425-16-HW	7	YES
Meraki	MS390 48 port 12mGig, 36m2.5G L3 UPOE Switch	MS390-48UX-HW	37	YES
Meraki	MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	MS350-48FP-HW	31	YES
Meraki	MS390 24mGig L3 UPOE Switch	MS390-24UX-HW	2	YES
Meraki	MS350-24P L3 Stck Cld-Mngd 24x GigE 370W PoE Switch	MS350-24P-HW	12	YES
Meraki	MS390 8x10GE Module	MA-MOD-8X10G	41	YES
Meraki	40GbE QSFP Cable, 1 Meter	MA-CBL-40G-1M	5	YES
Meraki	640WAC PSU	MA-PWR-640WAC	1	YES
Meraki	MS390 1100W AC Power Supply	MA-PWR-1100WAC	2	YES
Meraki	250WAC PSU	MA-PWR-250WAC	7	YES
Meraki	10G Base LRM Multi-Mode	MA-SFP-10GB-LRM	4	YES
Meraki	10G Base SR Multi-Mode	MA-SFP-10GB-SR	4	YES
Meraki	MS425-16 Enterprise License and Support, 5YR	LIC-MS425-16-5YR	7	YES
Meraki	MS350-48FP Enterprise License and Support, 5YR	LIC-MS350-48FP-5YR	31	YES
Meraki	MS350-24P Enterprise License and Support, 5YR	LIC-MS350-24P-5YR	12	YES
Meraki	MS390 48-port Enterprise License and Support, 5 Year	LIC-MS390-48E-5Y	37	YES
Meraki	MS390 24-port Enterprise License and Support, 5 Year	LIC-MS390-24E-5Y	2	YES
Meraki	1025WAC PSU	MA-PWR-1025WAC	3	YES
Meraki	MR57 Wi-Fi 6E Indoor AP	MR57-HW	257	YES
Meraki	MR86 Wi-Fi 6 Outdoor AP	MR86-HW	14	YES
Meraki	MR56 Wi-Fi 6 Indoor AP	MR56-HW	11	YES
Meraki	Dual-band Omni Antennas	MA-ANT-20	20	YES
Meraki	Dual Band Patch Antenna	MA-ANT-25	8	YES
Meraki	MR Enterprise License, 5YR	LIC-ENT-5YR	282	YES

Closing Summary

We thank you for the opportunity to respond to this Network Electronics RFP. Our response is based on a collaborative team effort, involving multiple engineers. In the event AllConnected is selected, and an adjustment is required to the quantities, scope of work, and discounts referenced within our RFP response, we are happy to discuss an adjusted proposal.

The AllConnected Team

END OF RFP

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of Education of the Oak Park Unified School District, Oak Park, CA, here after referred to as "OWNER", acting by and through its governing board and representatives, in accordance with Public Contract Code 20118.2, is requesting sealed bids, for the furnishing of technology equipment for Request for Proposal (RFP) **0403-23C.1 Network Electronics for Oak Park Unified School District**.

All bids shall be submitted to the project website at www.projects.infinitycomm.com by **February 14, 2023** up to, but no later than, **11:00am**. Proposals will not be received after the specified due date, time. Bids received in any other format or method, will not be accepted.

Each bid must conform to the RFP and bid documents. Copies of the RFP and bid documents are available and must be obtained from the following websites: www.projects.infinitycomm.com & www.usac.org.

The services requested depend on partial funding from the School and Libraries Division's E-Rate Program. All contracts entered into as a result of this advertisement shall be contingent upon the approval of discounts from the Universal Services Administrative Company (USAC) and the OWNER's acceptance of the discounts. The Contractor shall be responsible to invoice and collect payment of the discounted contract amount from USAC unless otherwise specified or directed by the Owner. The undiscounted contract amount will be the maximum amount that the OWNER is liable. On the day of the bid the Contractor shall supply their Service Provider Identification Number (SPIN) and must certify that their SPIN is "current", to have their proposal considered.

This project is anticipated to start after July 1, 2023, and will have a duration of ninety 90 days. All work shall be completed per the agreed upon project schedule, but no later than September 30, 2024.

The Owner reserves the right to reject any and all bids and to waive any irregularities or informalities in any bids or in the bidding. No bidder may withdraw his bid for a period of 30 days after the date set for the opening of bids. All questions pertaining to this RFP must be submitted through the project website at www.projects.infinitycomm.com.

Board of Education of the Oak Park

Unified School District Project

#0403-23C.1

Dates of Advertisement: Weeks of January 16, 2023, and January 23, 2023

E-RATE PROGRAM REQUIREMENTS

This project will depend on partial funding from the Schools and Libraries Division's E-Rate program. The Owner expects each Bidder to make themselves intimately familiar with any rules or regulations regarding the E-Rate program. Any contracts entered into as a result of the posting of the Form 470/RFP will be contingent upon the approval of discounts from the Universal Services Administrative Company (USAC) and the Owner's acceptance of said discounts.

The Bidder shall be responsible to invoice and collect payment of the discounted contract amount from USAC, utilizing the SPI method. The undiscounted contract amount will be the maximum amount that the OWNER is liable. Bidder agrees to provide the Owner a copy of their USAC invoice to verify that the material has been delivered and accepted by the Owner before Bidder bills USAC.

In compliance with the E-Rate program rules, Bidder agrees that no services can be delivered prior to April 1, 2023. The Bidder is responsible for providing a valid SPIN number with their proposal(s) showing that they are in good standing with USAC.

Additional References

Calleguas Municipal Water District

Steve Sabbe – Director of Technology & Information Services

805.579.7140 - ssabbe@calleguas.com

Proactive Maintenance Contract

Contract Terms – 01/01/2014 – Current

Contract involves ongoing basic maintenance of the following:

- Systems
- Servers
- Hypervisor
- Network

Contract Tasks:

- Monitoring, alerting and reporting
- Incident coordination, management and remediation
- RMA/TAC Replacement of Cisco SmartCare covered devices
- Physical Host, vSphere and vCenter patching/upgrades
- Firmware updates
- Configuration backups
- Windows Server Patching and Anti Virus
- UPS Annual on-site testing: run time collaboration
- Technical review meetings – health, recommendations and planning

Pleasant Valley Recreation and Park District

Anthony Miller – Technology Manager

805.482.1996 x110 – amiller@pvrpd.org

Proactive Maintenance Contract

Contract Terms – 04/16/2018 – Present

Contract involves ongoing basic maintenance of the following:

- Systems
- Servers
- Hypervisor
- Storage
- Exchange

- SQL
- Network Devices
- UPS

Contract Tasks:

- Monitoring, alerting and reporting
- Incident coordination, management and remediation
- RMA/TAC Replacement of Cisco SmartCare covered devices
- Physical Host, vSphere and vCenter patching/upgrades
- Firmware updates
- Configuration backups
- Windows Server Patching plus AntiVirus
- UPS Annual on-site testing: run time collaboration
- Technical review meetings – health, recommendations and planning

Ventura County Office of Education

Julie Judd – Director of IT
805-383-1966 jjudd@vcoe.org

Proactive Maintenance Contract

Contract Terms – 09/01/2015 – Present

Contract involves ongoing basic maintenance of the following:

- Systems
- Servers
- Hypervisor
- Network
- UPS

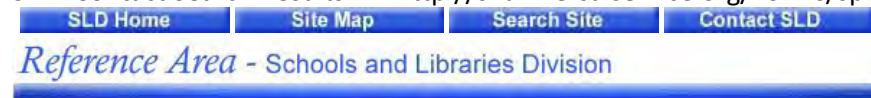
Contract Tasks:

- Monitoring, alerting and reporting
- Incident coordination, management and remediation
- RMA/TAC Replacement of Cisco SmartCare covered devices
- Physical Host, vSphere and vCenter patching/upgrades
- Firmware updates
- Configuration backups
- Technical review meetings – health, recommendations and planning

State and Government Procurement Contracts

ERATE

SPIN Contact Search Results http://sl.universalservice.org/Forms/spin_contact_search.asp



SPIN and BEAR Contact Search Results

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143028871	AllConnected, Inc.	AllConnected, Inc.	Alan McDonald	4514 Ish Drive Suite 103, Simi Valley, CA 93063	805526-1455		2017 2018 2019 2020 2021 2022

Questions about the SLD Program? Call our Client Service Bureau at (888) 203-8100.
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Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

AllConnected, Inc.

CMAS NUMBER:	3-22-10-1054
CMAS TERM DATES:	10/25/2022 through 09/15/2025
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE TERMS & CONDITIONS:	January 20, 2022
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	47QTCA20D00F1
BASE SCHEDULE HOLDER:	Visionary Integration Professionals LLC

This California Multiple Award Schedule (CMAS) provides for the purchase and warranty of Information Technology (IT) consulting services. (See page 2 for the job titles and restrictions applicable to this CMAS.)

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

Original Signature on File

Effective Date: **10/25/2022**

John Dickinson, Program Analyst, California Multiple Award Schedules Unit

Exhibit A: CMAS Labor Rate Sheet

Professional Services Rates (SLED Customers Only)

CMAS Contract #3-22-10-1054

October 25, 2022 through September 25, 2025

Thank you for choosing AllConnected, Inc. to assist you with the service, support and maintenance of your company's critical network systems and infrastructure. Our goal is to provide you with timely, professional IT service.

Our standard on-site response time for network consulting is 48 hours, excluding evenings, weekends, and holidays. ¹ A two hour minimum is required for on-site consulting services. Phone support is billed in 15 minute increments, with a 15-minute minimum. Please refer to the table below for billing types and rates.

<i>Technician/Engineering Role</i>	<i>Standard Rate</i>	<i>CMAS Rate</i>
Helpdesk/Field Technician (QA/QC Specialist II)	\$105	\$95
L1 Network/Systems Engineer (Functional Expert Consultant-Level III) ¹	\$165	\$150
L2 Senior Network/Systems Engineer (Functional Expert Consultant-Level IV) ¹	\$205	\$185
L3 Expert Network/Systems Engineer (Functional Expert Consultant-Level V) ¹	\$245	\$235
Expert Architect (Functional Expert Consultant-Level V) ¹	\$280	\$260
Senior Project Management (Project Manager III) ¹	\$180	\$166
Travel Hourly Rate ³	½ of Base Rate	
Weekend/Evening or Emergency Rates	150% of base rate	
Holiday Emergency Rate ⁴	175% of base rate	
Out of Region Service requests via the TrustXAlliance/IM-Link Network ⁵	(varies based on work role, region)	

Exhibit B: Supplementary Attachments

Supplementing this RFP are the following attachments, which have been uploaded to the RFP portal provided by Infinity Communications & Consulting:

AllConnected Manufacturer Certifications (Cisco Systems):

- 10-01 ALLCONNECTED Premier Integrator.pdf
- 10-02 ALLCONNECTED Networking Specialized
- 10-03 ALLCONNECTED Registered
- 10-04 ALLCONNECTED Umbrella for MSSPs Specialized
- 10-05 ALLCONNECTED Collaboration SaaS Specialized
- 10-06 ALLCONNECTED Select Provider

Bid Bond

- 13-Executed Bid Bond (Merchants Bonding)

Product Datasheets (Meraki)

- DS01 – MS425 Datasheet
- DS02 – MS390 Datasheet
- DS03 – MS350 Datasheet
- DS04 – MR57 Datasheet
- DS05 – MR86 Datasheet
- DS06 – MR56 Datasheet
- DS07 – MA-ANT-20 and MA-ANT-25 Datasheet

Rate Sheet

- Exhibit A – ACI Professional Services Rate Sheet (CMAS)

Electronic Item 21

- Electronic Item 21 Bulk Submission Attachment Sheet

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 28, 2023

SUBJECT: APPROVE RESOLUTION #2023-02 RELEASE TEMPORARY CERTIFICATED EMPLOYEES

ACTION

ISSUE: Should the Board of Education approve Resolution #2023-02 to Release Temporary Certificated Employees?

BACKGROUND: Education Code 44916 requires that at the time of initial employment during each school year, each new temporary employee shall receive a written statement indicating their employment status and salary. This statement shall clearly indicate the temporary nature of the employment and the length of time for which the person is being employed. In addition, Education Code 44954(b) requires that the Board of Education notify temporary employees in positions requiring certification qualifications of the decision to release the employee from such a position for the next succeeding school year. The Resolution authorizes staff to proceed with the release process for employees on temporary contracts.

FISCAL IMPACT: None; approval of this resolution ensures compliance with the requirements of Education Code Section 44954.

BOARD POLICY: Pursuant to Board Policy 4121 Temporary/Substitute Personnel - The Board may release a temporary employee at its discretion.

BOARD GOAL: N/A

ALTERNATIVES: 1. Approve Resolution #2023-02 Release Temporary Certificated Employees
2. Do not approve Resolution #2023-02

RECOMMENDATION: Alternative #1

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources

Respectfully Submitted,

Jeff Davis, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

**BEFORE THE BOARD OF EDUCATION OF THE
OAK PARK UNIFIED SCHOOL DISTRICT
COUNTY OF VENTURA, STATE OF CALIFORNIA**

RESOLUTION NO. #2023-02

**RESOLUTION REGARDING NON-REELECTION AND RELEASE FROM
EMPLOYMENT OF TEMPORARY CERTIFICATED EMPLOYEES**

WHEREAS, Education Code section 44954 authorizes the Governing Board to give notice before the end of the school year to any temporary certificated employee who will serve at least 75 percent of the number of days the regular schools of the district are maintained of the Governing Board's decision not to reelect the employee for the next succeeding school year; and

WHEREAS, the employees listed on the attached Exhibit A are temporary certificated employees who have been employed during the 2022-2023 school year; and

WHEREAS, the Board has received a recommendation from the District Superintendent or the Superintendent's designee not to reelect the employees listed on Exhibit A; and

WHEREAS, the Board has discussed the recommendation made by the District Superintendent and concurs in that recommendation;

THEREFORE, BE IT RESOLVED that the Governing Board of the Oak Park Unified School District hereby authorizes the District Superintendent or the Superintendent's designee to notify the employees listed on Exhibit A of this Board's decision not to reelect them for the 2023-24 school year in accordance with the requirements of Education Code section 44954. The District Superintendent or the Superintendent's designee is further authorized to take any other actions necessary to consummate the intent of this Resolution.

THE FOREGOING RESOLUTION was adopted at the regular meeting of the
Governing Board of the Oak Park Unified School District held this 28th day of February, 2023,
by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

President Board of Education of the
Oak Park Unified School District

I, Soyon Hardy, Clerk of the Board of Education of the Oak Park Unified School District, do
certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board
of Education at its regular meeting held on February 28, 2023.

Clerk, Board of Education of the
Oak Park Unified School District

EXHIBIT A

**RESOLUTION #2023-02 REGARDING NON-REELECTION AND RELEASE
FROM EMPLOYMENT OF TEMPORARY CERTIFICATED EMPLOYEES**

#1-18

00536-00142/3562943.1

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: APPROVE RESOLUTION # 2023-03 REDUCING OR DISCONTINUING PARTICULAR KINDS OF SERVICE

ACTION

ISSUE: Should the Board of Education approve Resolution #2023-03 Reducing or Discontinuing Particular Kinds of Service?

BACKGROUND: In considering needs for the 2023-2024 school year, staff is recommending the reduction and/or elimination of particular kinds of services provided by certificated employees due to declining enrollment and reduced funding from the State and District program needs. Individuals may be laid off, if necessary, when the Governing Board has reduced particular kinds of services. Resolution #2023-03 includes reference to Exhibit A which will address positions to be reduced due to reduction of a particular kind of service. Under state law, school districts must provide notice on or before March 15th to employees who are designated for layoff for the 2023-24 school year, if any. These individuals have the right to request a hearing to challenge the cause for layoff. The final decision for layoffs must occur before the 15th of May.

FISCAL IMPACT: None; approval of this resolution ensures compliance with the requirements of Education Code Section 44955.

BOARD POLICY: Pursuant to Board Policy 4117.3 - The Governing Board may reduce the number of probationary and permanent employees when, in its opinion, any of the conditions listed in the Board Policy are met.

BOARD GOAL: N/A

ALTERNATIVES: 1. Approve Resolution #2023-03 Reducing or Discontinuing Particular Kinds of Service?
2. Do not approve Resolution #2023-03?

RECOMMENDATION: Alternative #1

Prepared by: Stewart McGugan Assistant Superintendent, Human Resources

Respectfully Submitted,

Jeff Davis, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT

**RESOLUTION OF INTENTION TO REDUCE PARTICULAR KINDS OF SERVICES AND
RELEASE CERTIFICATED EMPLOYEES**

Resolution Number: #2023-03

WHEREAS, the Governing Board of the Oak Park Unified School District (“District”) has determined that it shall be necessary to reduce or discontinue the particular kinds of services of the District as itemized in Exhibit “A” at the close of the current school year; and

WHEREAS, it shall be necessary at the end of the 2022-2023 school year to terminate the employment of certain certificated employees of the District as a result of this reduction or discontinuance in particular kinds of services;

THEREFORE, BE IT RESOLVED that the Superintendent is directed to send appropriate notices to all employees whose services shall be terminated by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon temporary or categorically funded project certificated employees in addition to those specifically granted to them by statute;

BE IT FURTHER RESOLVED that, for the purposes of assignment and reassignment effectuated as a result of this reduction of services, it is necessary to retain certificated employees competent and qualified to teach under single subject credentials. Thus, in order for a certificated employee to displace a less senior certificated employee currently serving under a single subject credential, the certificated employee must have served the District for one complete school year in the last five school years teaching under a single subject credential in the same subject area taught by the less senior certificated employee. Service during the 2022-2023 school year shall constitute one year of service to this criteria; and

BE IT FURTHER RESOLVED that, for the purposes of assignment and reassignment effectuated as a result of this reduction of services, it is necessary to retain certificated employees competent and qualified to teach elementary education. Thus, in order for a certificated employee to displace a less senior employee currently serving as an elementary teacher, the certificated employee must have served the District for one complete school year in the last five school years as an elementary teacher responsible for developing and delivering instruction to elementary aged students in English-language arts, mathematics, science, social studies, and physical education. Service during the 2022-2023 school year shall constitute one year of service relative to this criteria;

Adopted by the Governing Board of the Oak Park Unified School District this 28th day of February 2023.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

President, Governing Board of the
Oak Park Unified School District

I, Soyon Hardy, Clerk of the Governing Board of the Oak Park Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its regular meeting held on February 28, 2023.

Clerk, Governing Board of the
Oak Park Unified School District

EXHIBIT A

Recommended Reductions in 2023-2024 programs/services

The Superintendent recommends that the governing Board adopt a resolution to reduce the programs and services for 2023-2024 school year as follows:

<u>Services</u>	<u>Number of FTE Positions</u>
Middle School Art	0.1
Middle School Spanish	0.2
High School French	0.2
High School Math	0.2
High School Athletic Training	0.2
Full Time Equivalent Reductions:	0.9 FTE

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 28, 2022

SUBJECT: APPROVE RESOLUTION #2023-04 - DETERMINATION OF SENIORITY AMONG EMPLOYEES WITH THE SAME SENIORITY DATE ("TIE BREAKER RESOLUTION")

ACTION

ISSUE: Should the Board of Education approve Resolution #2023-04 Determination of Seniority for Employees with the same Seniority Date ("Tie Breaker Resolution")?

BACKGROUND: In order to determine seniority among employees with the same first day of paid service in a probationary position, the attached resolution has been prepared by staff and legal counsel to determine the seniority of certificated staff having the same first day of paid service in a probationary position with the district.

FISCAL IMPACT: None; approval of this resolution ensures compliance with the requirements of Education Code Section 44955.

BOARD POLICY: Pursuant to Board Policy 4117.3 Personnel Reduction - The Superintendent or designee shall maintain the seniority list for this purpose and shall make it available upon request. Unless otherwise provided by law, a permanent employee shall have the right to be retained over a probationary employee or any employee with less seniority if the position is one for which the employee is certificated and competent to render service. (Education Code 44955)

GOALS: N/A

ALTERNATIVES: 1. Approve Resolution #2023-04 - Determination of Seniority for Employees with the same Seniority Date ("Tie Breaker Resolution").
2. Do not approve Resolution #2023-04.

RECOMMENDATION: Alternative #1

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources

Respectfully Submitted,

Jeff Davis, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**BEFORE THE GOVERNING BOARD OF THE
OAK PARK UNIFIED SCHOOL DISTRICT
COUNTY OF VENTURA, STATE OF CALIFORNIA**

RESOLUTION NO. 2023-04

**DETERMINATION OF SENIORITY AMONG CERTIFICATED EMPLOYEES WITH THE SAME
SENIORITY DATE (“Tie-Breaker Resolution”)**

WHEREAS, pursuant to Education Code Section 44955, the Board is required, as between employees who first rendered paid service to the District on the same date, to determine the order of termination solely on the basis of the needs of the District and its students; and

WHEREAS, Education Code Section 44955 requires that upon the request of any employee whose order of termination is determined as stated above, the governing board shall furnish in writing no later than five days prior to the commencement of the hearing held in accordance with Section 44949, a statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking each employee relative to the other employees in the group.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That this Board determines that the needs of the District and the students of this District are best served by resolving seniority ties within the meaning of Education Code Sections 44955, subdivision (b) (third paragraph) and Section 44846, by applying the criteria set forth in paragraphs 4 through 20 below;
2. That as between employees who first rendered paid service to the district in a probationary position on the same date, the order of termination of said employees shall be determined by reference to the criteria which follow and the application thereof to each employee;
3. That the criteria set forth in paragraphs 4 through 20 below are listed in priority order and each criterion shall be used only if the preceding criteria do not delineate the order of termination;
4. As between certificated employees possessing the same seniority date as defined in Education Code Section 44845, and who possess a clear professional, standard, or general teaching credential, as opposed to employee’s possessing only a preliminary credential, intern credential, a short-term staff permit (STSP), a Provisional Intern Permit (PIP), a waiver, or a designated subject career technical education credential, the employees possessing a clear professional, standard, or general teaching credential, will be regarded as having greater seniority for purposes of determining seniority order;
5. Assuming that the preceding paragraph does not resolve all ties between employees having the same seniority date, then employees only possessing a preliminary credential will be regarded as having greater seniority for purposes of determining seniority order than employees possessing only an intern credential, a short-term staff permit (STSP), a Provisional Intern Permit (PIP), a waiver, or a designated subject career technical education credential;
6. Assuming that the preceding paragraphs do not resolve all ties between employees having the same seniority date, then employees possessing only an intern credential, will be regarded as having greater seniority for purposes of determining seniority order than certificated employees currently holding only a short-term staff permit (STSP), a Provisional Intern Permit (PIP), a waiver, or a designated subject career technical education credential;
7. Assuming that the preceding paragraphs do not resolve all ties between employees having the same seniority date, then employees possessing only a short-term staff permit (STSP), will be regarded as having greater seniority for purposes of determining seniority order than certificated employees currently holding only a Provisional Intern Permit (PIP), a waiver, or a designated subject career technical education credential;

8. Assuming that the preceding paragraphs do not resolve all ties between employees having the same seniority date, then employees possessing only a Provisional Intern Permit (PIP), will be regarded as having greater seniority for purposes of determining seniority order than certificated employees currently holding only a waiver, or a designated subject career technical education credential;
9. Assuming that the preceding paragraphs do not resolve all ties between employees having the same seniority date, then employees possessing only a waiver, will be regarded as having greater seniority for purposes of determining seniority order than certificated employees currently holding only a designated subject career technical education credential;
10. Assuming that the preceding paragraphs do not resolve all ties between employees having the same seniority date, then employees possessing a designated subject career technical education credential, will be ranked lower than employees possessing the credential documents set forth in paragraphs 4 through 9;
11. Assuming that the preceding paragraphs do not resolve all ties between employees having the same seniority date, then employees possessing the appropriate English Language (EL) authorization to teach English Language Learners will be regarded as having greater seniority for purposes of determining seniority order than certificated employees not having certification/authorization to teach English Language Learners;
12. Assuming that the preceding paragraphs do not resolve all ties between employees having the same seniority date, then employees possessing multiple subject matter authorizations and supplemental authorization on credentials will be regarded as having greater seniority for purposes of determining seniority order than certificated employees having only multiple subject matter authorizations (ranked by number of subject matter authorizations). Similarly, certificated employees possessing multiple authorizations on credentials will be regarded as having greater seniority for purposes of determining seniority order than certificated employees having only single authorization credentials and multiple supplemental authorizations. Similarly, certificated employees possessing single authorization credentials and multiple supplemental authorizations will be regarded as having greater seniority for purposes of determining seniority order than certificated employees having only a single authorization and single supplemental authorizations. Similarly, certificated employees possessing a single authorization and single supplemental authorization will be regarded as having greater seniority for purposes of determining seniority order than certificated employees having only a single authorization on credentials.
13. Assuming that the preceding paragraphs do not resolve all ties between employees having the same seniority date, then employees with the following subject matter authorizations, in order of preference, will be regarded as having greater seniority for purposes of determining seniority order:
 - (a) Speech and Language
 - (b) Special Education with mild to moderate and moderate to severe authorizations
 - (c) Special Education with mild to moderate authorization
 - (d) Special Education with moderate to severe authorization
 - (e) Mathematics
 - (f) Chemistry
 - (g) Physics
 - (h) Geosciences
 - (i) Biological sciences
 - (j) Foreign Languages
 - (k) Fine Arts
 - (l) English
 - (m) Social Sciences/Social Studies
 - (n) History
 - (o) Business/Computer Education
 - (p) Multiple Subjects
 - (q) Physical Education
 - (r) Designated Subjects Vocational Education
 - (s) Pupil Personnel Services - Counseling

- (t) Pupil Personnel Services - Psychologist
- (u) Early Childhood Education Specialist
- (v) Pupil Personnel Services, Nursing
- (w) Librarian

14. Assuming that the preceding paragraphs do not resolve all ties between certificated employees having the same seniority date, then certificated employees will be ranked by verified years of certificated employee experience as determined by actual step placement on the District Certificated Salary Schedule(s) starting with the greatest number of years to the least number of years.
15. Assuming that the preceding paragraphs do not resolve all ties between employees having the same seniority date, then employees with a Ph.D. /Ed.D. from an accredited institution of higher education will be regarded as having greater seniority for purposes of determining seniority order than employees possessing a master's degree from an accredited institution of higher education. Similarly, employees with a master's degree from an accredited institution of higher education will be regarded as having greater seniority for purposes of determining seniority order than employees possessing two bachelor's degrees. Similarly, employees with two bachelor's degrees from an accredited institution of higher education will be regarded as having greater seniority for purposes of determining seniority than employees possessing a single bachelor's degree from an accredited institution of higher education.
16. Assuming that the preceding paragraphs do not resolve all ties between employees having the same seniority date, then employees with double majors on their transcripts from accredited institutions of higher education will be regarded as having greater seniority for purposes of determining seniority order than employees possessing a single major and two minors on their transcripts from accredited institutions of higher education. Similarly, employees with a single major and two minors on their transcripts from accredited institutions of higher education will be regarded as having greater seniority for purposes of determining seniority order than employees possessing a single major and single minor on their transcripts from an accredited institution of higher education. Similarly, employees with a single major and single minor on their transcripts from accredited institutions of higher education will be regarded as having greater seniority for purposes of determining seniority order than employees possessing a single major on their transcripts from an accredited institution of higher education.
17. Assuming that the preceding paragraphs do not resolve all ties between certificated employees having the same seniority date then certificated employees will be ranked by total semester credits earned at an accredited institution of higher education starting with the greatest number of credits to the least number of credits.
18. Assuming that the preceding paragraphs do not resolve all ties between certificated employees having the same seniority date then certificated employees will be ranked by total semester credits earned at an accredited institution of higher education after earning a bachelor's degree starting with the greatest number of credits to the least number of credits.
19. Assuming that the preceding paragraphs do not resolve all ties between employees having the same seniority date, then employees with demonstrated experience supervising or being responsible for school sponsored extracurricular activities will be regarded as having greater seniority for purposes of determining seniority order than certificated employees having no experience supervising school sponsored extracurricular activities.
20. Assuming that the preceding paragraphs do not resolve all ties between employees having the same seniority date, then certificated employees with undergraduate majors in the following subject matter areas, in order of preference, will be regarded as having greater seniority for purposes of determining seniority order:
 - (a) Speech and Language
 - (b) Special Education with mild to moderate and moderate to severe authorizations
 - (c) Special Education with mild to moderate authorization
 - (d) Special Education with moderate to severe authorization
 - (e) Mathematics
 - (f) Chemistry

- (g) Physics
- (h) Geosciences
- (i) Biological sciences
- (j) Foreign Languages
- (k) Fine Arts
- (l) English
- (m) Social Sciences/Social Studies
- (n) History
- (o) Business/Computer Education
- (p) Multiple Subjects
- (q) Physical Education
- (r) Designated Subjects Vocational Education
- (s) Pupil Personnel Services - Counseling
- (t) Pupil Personnel Services - Psychologist
- (u) Early Childhood Education Specialist
- (v) Pupil Personnel Services, Nursing
- (w) Librarian

Such criteria shall be applied to rank the order of individuals for purposes of layoff and reemployment, subject to exceptions allowed by law.

The foregoing Resolution was adopted by the Governing Board of the Oak Park Unified School District on the 28th day of February, 2023 by the following vote:

AYES: _____

NOES: _____

ABSTAIN _____

ABSENT: _____

President, Governing Board of the
Oak Park Unified School District

I, Soyon Hardy, Clerk of the Governing Board of the Oak Park Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its regular meeting held on February 28, 2023.

Clerk, Governing Board of the
Oak Park Unified School District

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: APPROVE ADDENDUM TO THE ANNUAL TEACHER ASSIGNMENT REPORT FOR 2022-2023

ACTION

ISSUE: Shall the Board of Education approve the recommendation of the Superintendent to certify that all teachers are appropriately assigned in subject areas for which they qualified?

BACKGROUND: Education code Section 44258.9 requires school districts to establish procedures for reviewing teacher assignments annually and to report their findings to their local government in a public meeting. The state has recognized the need to provide a degree of flexibility in the assignment of teachers and offers several ways in which teachers can be deemed qualified to serve in particular areas. The Board approved the Annual Teacher Assignment Report for 2022-2023 at the August 30, 2022 meeting and an addendum at the November 15, 2022 meeting. This addendum is to include a teacher that will be serving as a coach for track and field and qualifies under Ed Code 44258.7b.

FISCAL IMPACT: None

BOARD POLICY: Pursuant to BP 4112.2 Certification - The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option.

GOAL: In support of District Goal #4 Provide professional growth opportunities for all staff.

ALTERNATIVES:
1. Approve the recommendation of the Superintendent
2. Do not approve the recommendation of the Superintendent

RECOMMENDATION: Alternative #1

Prepared by: Stewart McGugan, Ed.D., Assistant Superintendent, Human Resources

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

**Human Resources
Memorandum**

To: Dr. Jeff Davis, Ed.D.
From: Stewart McGugan, Assistant Superintendent, Human Resources
Date: February 28, 2023
Re: **CREDENTIAL INFORMATION – 2022-2023 ADDENDUM**

BACKGROUND INFORMATION

Under the provisions of SB 435, the Board of Education receives a report of fully credentialed staff who are assigned to teach in academic areas for which they may not have a formal credential, but for which they have the requisite number of units required for knowledge of the subject and the ability to teach the subject in the classroom. The following credential assignments are brought to the Board of Education annually. These assignments are brought to the Board in accordance with the requirements of the Education Code and the California Commission on Teacher Credentialing.

Education Code 44258.7b (grade 9-12) allows a person who holds a teaching credential in a subject or subjects other than physical education may be authorized by action of the governing board to coach one period per day in a competitive sport for which students receive physical education credit, provided he or she is a full-time employee of the school district and has completed a minimum of 20 hours of first aid instruction.

Steve White Track and Field

**Human Resources
Memorandum**

To: Dr. Jeff Davis, Ed.D.
From: Stewart McGugan, Assistant Superintendent, Human Resources
Date: November 15, 2022
Re: **CREDENTIAL INFORMATION – 2022-2023 ADDENDUM**

BACKGROUND INFORMATION

Under the provisions of SB 435, the Board of Education receives a report of fully credentialed staff who are assigned to teach in academic areas for which they may not have a formal credential, but for which they have the requisite number of units required for knowledge of the subject and the ability to teach the subject in the classroom. The following credential assignments are brought to the Board of Education annually. These assignments are brought to the Board in accordance with the requirements of the Education Code and the California Commission on Teacher Credentialing.

Education Code 44258.7b (grade 9-12) allows a person who holds a teaching credential in a subject or subjects other than physical education may be authorized by action of the governing board to coach one period per day in a competitive sport for which students receive physical education credit, provided he or she is a full-time employee of the school district and has completed a minimum of 20 hours of first aid instruction.

Jeffrey Smith Baseball

Human Resources Memorandum

To: Dr. Jeff Davis, Ed.D.
From: Stewart McGugan, Assistant Superintendent, Human Resources
Date: Approved August 30, 2022
Re: **CREDENTIAL INFORMATION – 2022-2023**

BACKGROUND INFORMATION

Under the provisions of SB 435, the Board of Education receives a report of fully credentialed staff who are assigned to teach in academic areas for which they may not have a formal credential, but for which they have the requisite number of units required for knowledge of the subject and the ability to teach the subject in the classroom. The following credential assignments are brought to the Board of Education annually. These assignments are brought to the Board in accordance with the requirements of the Education Code and the California Commission on Teacher Credentialing.

Education Code section 44256(b) (grades 8 and below) allows, with the approval of the governing board, the holder of a multiple subject or standard elementary teaching credential to teach, with his or her consent, in departmentalized classes below grade level 9 if the teacher has completed 12 semester units, or 6 upper division or graduate semester units in the subject to be taught.

Kathleen Mosley	Language Arts
Kathleen Mosely	Social Studies

Education Code section 44258.2 (grade 5-8) allows that the holder of a single subject standard secondary teaching credential may, with his or her consent, be assigned by action of the governing board, to teach classes in grades 5 through 8 in a middle school, provided that the teacher has a minimum of 12 semester units or 6 upper division or graduate semester units of coursework at an accredited institution in the subject to be taught.

Sharon Lavene	Social Studies
Steven White	Language Arts

Education Code section 44258.7b (grade 9-12) allows a person who holds a teaching credential in a subject or subjects other than physical may be authorized by action of the governing board, to coach one period per day in a competitive sport for which students receive physical education credit, provided he or she is a full-time employee of the school district and has completed a minimum of 20 hours of first aid instruction.

Steven White	Cross Country Coach
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Education Code 44258.7c (grades K-12) allows a full-time teacher with special skills and preparation outside his/her credential authorization to be assigned to teach in an elective area of his or her special skills in a full-time assignment, provided the assignment is approved by the local Committee on Assignments prior to the beginning of the assignment.

Allan Prescott	Intro to Engineering, Robotics
Raymond Gonzales	Video Production, Animation
Tim Roesner	Rockets

Education Code 44263 allows the holder of a teaching credential to serve by approval of the governing board and with the consent of the teacher, any single subject departmentalized class if the teacher has completed 18 semester units of coursework, or 9 semester units of upper division or graduate coursework in the subject to be taught.

Sheri Rote	Spanish	Eric Pryor	Softball
Eric Pryor	Health		

Education Code 44865 allows the holder of a valid teaching credential to be assigned with the consent of the teacher to teach any subject at any grade level to students in the following programs:

Continuation Schools

Susan Allen
Samantha Spitzer
Hannah Robinson

Home Independent Study

Ty DeLong	Samantha Lyons
Amy Kobayashi	Daniel O'Brien
Jim Barnett	Katie White-Lague
Kate Thompson	
Ilana Sweet	

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: APPROVE REVISED JOB DESCRIPTIONS FOR THE CERTIFICATED POSITIONS OF CTE THEATRE TEACHER, SCHOOL PSYCHOLOGIST, AND SPEECH PATHOLOGIST

ACTION

ISSUE: Shall the Board approve the revised job descriptions for the certificated positions of CTE Theatre Teacher, School Psychologist, and Speech Pathologist?

BACKGROUND: The Board of Education recognizes that it is essential for District and employee accountability for each staff member to be fully aware of the duties and responsibilities of their position. A job description is a document that describes the essential functions for positions and thereby promote organizational effectiveness and efficiency. Therefore, the District Administrator shall maintain a current, comprehensive, and coordinated set of job descriptions for all positions. In keeping with this goal in mind the Human Resources Department has been reviewing job descriptions and is recommending the revision of the job descriptions for the following certificated positions: CTE Theatre Teacher, School Psychologist, and Speech Pathologist. These job descriptions are very old and need to be completely revised to align with the duties of these positions.

FISCAL IMPACT: N/A, only the job descriptions are being revised and no new positions are being created.

BOARD POLICIES: Pursuant to Board Policy 4111/4211/4311 Recruitment and Selection - Board Policy 4111/4211/4311 requires staff to review job descriptions for positions to ensure that they accurately describe their major functions and duties.

GOAL: In support of OPUSD Goal 1. Professional Excellence b. Recruit, maintain, and celebrate staff - who are critical to student success and achievement.

ALTERNATIVES: 1. Approve the revised job descriptions for certificated positions of CTE Theatre Teacher, School Psychologist, and Speech Pathologist.
2. Do not approve the revised job descriptions.

RECOMMENDATION: Alternative 1.

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

BOARD MEETING, FEBRUARY 28, 2023

Approve the revised job descriptions for the certificated positions of CTE Theatre Teacher, School Psychologist, and Speech Pathologist

Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT
Job Description

CLASS TITLE: CTE THEATER (CAST AND CREW) TEACHER

DEFINITION:

This is a Certificated, full-time (10) month, 185-day position on the Certificated Salary Schedule.

BASIC FUNCTION:

Under the direction of the Oak Park High School Principal, the CTE Theater teacher will be expected to connect students to community resources or guest speakers to grow knowledge of theater as a career, including business/managerial aspects of theater productions, and to stage multiple productions during the academic year.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- The ability to direct student productions, including musicals, in conjunction with music staff members.
- Knowledge of and ability to facilitate student learning with special equipment, including prop construction, lighting, and sound systems.
- Knowledge of the Standards for Career Ready Practice used to implement the Performing Arts Pathway.
- Knowledge of the CTE Theater Teacher in our Performing Arts Pathway.
- Strong working knowledge of theater – both cast/performance and crew/stage technology is required.
- Plans and provides appropriate learning experiences for students.
- Supervises students in a variety of school-related settings.
- Assesses, monitors, and evaluates student outcomes.
- Communicates and interacts with students, parents, staff, and the community.
- Develops, selects, and modifies instructional plans and materials to meet the needs of all students.
- Provides an atmosphere and environment conducive to the intellectual, physical, social, and the emotional development of students.
- Attends professional duties as necessary, including IEP and SST meetings, staff meetings, training sessions, etc.
- Participates in ongoing professional growth opportunities to keep current with educational trends and practices, as well as to maintain and improve professional competence.
- Maintains appropriate records and follows required procedures and practices.
- Monitors appropriate use and care of equipment, materials, and facilities.
- Supports the school's goals by serving on special committees and other groups.
- Work effectively with a wide range of educational partners, including students, staff, parents, and administrators.
- Evaluate problems and develop options and solutions.
- Work effectively with all racial, ethnic, linguistic, disability, and socioeconomic groups.
- Uphold board policies and follow administrative guidelines/procedures.

EMPLOYMENT STANDARDS

Provide staff leadership in areas of expertise. Engender staff enthusiasm and teamwork. Promote a safe, efficient, and effective work and learning environment. Advance the change process and help resolve problems. Implement strategies and timelines to accomplish organizational objectives. Strive to develop rapport and serve as a positive role model for others. Employees in this position will be required to work indoors in a standard classroom environment and outdoors as instruction requires.

The physical demands described here represent those that must be met by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel objects, tools, or controls, talk, and hear. The employee is frequently required to sit, stand, and walk.

Classroom and Performing Arts Center. The noise level in the work environment is usually moderate but occasionally loud. May work evenings and weekends.

EDUCATION, EXPERIENCE, AND OTHER REQUIREMENTS:

Education Preferred: Bachelor's Degree or higher

Credential Required: Career Technical Education: Arts, Media & Entertainment Credential

OR

Single Subject Industrial and Technology Education

English Learner Authorization: Applicants must also hold a valid English Learner Authorization such as a CLAD, ELA1, or similar authorization for designated English Language Development instruction to English Learners. ELAS authorizations do not qualify for this assignment.

California Driver's License Required

OAK PARK UNIFIED SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER

OAK PARK UNIFIED SCHOOL DISTRICT

Job Description

CLASS TITLE: SCHOOL PSYCHOLOGIST

DEFINITION:

This is a Certificated, full-time (10) month, 190-day position on the Class G, Certificated Salary Schedule.

BASIC FUNCTION:

Under the general direction of the Director of Pupil Services. Services of a school psychologist include psychoeducational assessment, diagnosis of specific learning and behavioral disabilities, psychological counseling, and consultation, to facilitate the learning and development of children by providing services to school administrators, teachers, parents, and community agencies.

ESSENTIAL DUTIES:

- Psychoeducational assessment, identification and reporting of specific learning and/or behavioral disabilities, including, but not limited to recommendations of eligibility and services for the development of Individualized Education Plans, as well as periodic reevaluations of such children, and referral for additional services.
- Consultation with school administrators concerning appropriate learning objectives for children and consultation with teachers and other school personnel in the development and implementation of alternative classroom methods and procedures designed to facilitate pupil learning and to overcome learning and behavioral disorders.
- Participation as a consulting member of the individualized program team to ensure appropriate educational placements and services for individual students.
- Consultation and collaboration with Special Education Case Managers in order to assist parents in understanding the learning and adjustment processes of children.
- Consultation with community agencies and professionals such as probation departments, mental health clinics, welfare departments, clinical psychologists, physicians, etc., concerning pupils who are being served by such community agencies.
- Serve as a member of the school site team in the provision of crisis and/or mental health services while on site.
- Maintain use of confidential student testing materials, equipment, and tools to prevent loss or abuse, and to minimize time required for distribution and collection, dependent upon size and facility available.
- Maintain professional competence through participation in inservice education activities provided by the district and/or self-selected professional growth activities.
- Assist in other school programs as assigned or authorized by the supervisor.
- Supports the school's goals by serving on special committees and other groups.
- Work effectively with a wide range of educational partners, including students, staff, parents, and administrators.
- Evaluate problems and develop options and solutions.
- Work effectively with all racial, ethnic, linguistic, disability, and socioeconomic groups.
- Uphold board policies and follow administrative guidelines/procedures.
- Performs other duties as assigned.

EMPLOYMENT STANDARDS:

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the implementation of the special education process in Preschool - 12 public schools under the IDEA as required by this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand, walk, work outdoors and indoors. Specific vision abilities required by this job include close vision and the ability to adjust focus.

While performing the duties of this class, the individual is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with managers, employees, students, other government agency officials, professional and community groups, the public and others encountered in the course of work.

EDUCATION, EXPERIENCE, AND OTHER REQUIREMENTS:

Hold a valid California Pupil Personnel Services credential authorizing school psychology. Desired experience working with exceptional children, assessment and counseling. Personal qualifications and ethical judgments needed for working in the areas of psychological assessment and counseling, exemplifying the highest level of integrity in handling confidential data and maintaining respect for the personal dignity of all concerned. Demonstrate the ability and disposition for cooperative teamwork in undertaking assignments throughout the school district.

OAK PARK UNIFIED SCHOOL DISTRICT IS AN EQUAL-OPPORTUNITY EMPLOYER

OAK PARK UNIFIED SCHOOL DISTRICT

Job Description

CLASS TITLE: SPEECH LANGUAGE PATHOLOGIST

DEFINITION:

This is a Certificated, full-time (10) month, 185-day position on the Certificated Salary Schedule. Speech Language Pathologist Stipend: Unit members with a current California speech therapy credential and working in a position requiring a speech therapy services credential, shall be paid an annual stipend of one thousand dollars (\$1,000). The stipend will be added to the unit member's annual salary and disbursed over an eleven (11) or twelve (12)-month period of time. Initial placement of a Speech/Language Pathologist with a California speech therapy credential will be step 6 at a minimum and step 13 at a maximum, depending upon total years of experience while holding a valid credential.

BASIC FUNCTION:

Under the general direction of the Director of Pupil Personnel Services while performing speech and language services at the school site. Provides assessment and services for students with speech and language disabilities in the areas of articulation, receptive and expressive language, fluency, voice and deaf/hard of hearing.

ESSENTIAL DUTIES:

- Identify, with the help of parents and school team, students who need communication assessments.
- Assess students' communication skills using appropriate test instruments, parent and teacher interviews, record review and observations relating speech and language needs to classroom learning.
- Evaluate the results of a comprehensive assessment to determine if the findings qualify students for speech and language or other services with the help of the school team and the child's parents/guardian.
- Develop and implement individualized education programs (IEP'S) for students who qualify for services under current federal and state regulations, and local policies within legal timelines, in collaboration with parents and school teams.
- Service and remediate communication deficits through the use of appropriate materials and activities including augmentative and alternative communication systems which directly correspond to goals and objectives set forth in IEPs
- Document outcomes for students with communication disorders.
- Train school staff and parents in understanding how various communication disorders affect academic development.
- Collaborate with teachers and other school staff in developing and providing intervention strategies that foster students' understanding, speaking, reading and writing skills that meet the demands of general school activities through in services or personal communication with them.
- Advocate for effective teaching practices by keeping abreast of curriculum development, program designs, and textbook and material choices within the school district and helping to serve on committees which make these decisions when appropriate.
- Be available to serve on the Student Study Team as needed.
- Participate in the Annual and Triennial Review processes
- Participate in staff meetings as requested.
- Keep required documentation of services provided to include therapy logs
- Prepare student progress reports and communicate with parents on such through personal

- meetings and/or phone conversations.
- Work effectively with a wide range of educational partners, including students, staff, parents, and administrators.
- Evaluate problems and develop options and solutions.
- Uphold board policies and follow administrative guidelines/procedures.
- Work effectively with all racial, ethnic, linguistic, disability, and socioeconomic groups.
- Perform other duties assigned.

EMPLOYMENT STANDARDS:

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk. Specific vision abilities required by this job include close vision and the ability to adjust focus.

While performing the duties of this class, the individual is regularly required to use written and oral communication skills; work inside and outdoors; read and interpret complex data, information and documents; analyze and solve complex problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with managers, employees, students, other government agency officials, professional and community groups, the public and others encountered in the course of work.

EDUCATION, EXPERIENCE, ENVIRONMENT, AND OTHER REQUIREMENTS:

Speech Language Pathology Services Credential or Clinical or Rehabilitative Services – Language, Speech and Hearing Credential issued by California Commission on Teacher Credentialing. Desired experience working with exceptional children, assessment and therapy in the area of educationally related Speech and Language Pathology.

OAK PARK UNIFIED SCHOOL DISTRICT IS AN EQUAL-OPPORTUNITY EMPLOYER

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
**SUBJECT: APPROVE REVISED TITLE FOR THE CLASSIFIED POSITIONS OF
DEPARTMENT SECRETARY TO DEPARTMENT ASSISTANT I**

ACTION

ISSUE: Shall the Board approve the revised title for the Classified Positions of Department Secretary to Department Assistant I?

BACKGROUND: The title of Department Secretary is old fashioned and is no longer widely used in public education. The Oak Park Classified Association and staff in these positions have requested that the current title of Department Secretary be revised to Department Assistant I. The district currently has the following Department Secretary positions.

- Oak Park High School – Department Secretary reports to the Principal or Assistant Principal.
- Pupil Services – Department Secretary reports to the Director of Pupil Services
- Technology - Department Secretary reports to the Director of Technology
- Extended Care Programs - Department Secretary reports to the Director of Extended Care Programs
- Student Nutrition - Department Secretary reports to the Director of Student Nutrition
- Bond Programs, Maintenance and Operations - Department Secretary reports to the Director of Bond Programs, Sustainability, Maintenance and Operations
- Educational Services – Department Secretary reports to the Assistant Superintendent of Educational Services

Staff is recommending that the Board approve the revised title for these positions. A copy of the job descriptions with the title change is included for the Board's review.

FISCAL IMPACT: The current salary range is 16 for this position and will remain the same.

BOARD POLICY: Pursuant to Board Policy 3200 Classified Personnel - Classified employees shall be assigned by their immediate supervisors with the approval of the Superintendent or designee. They shall be required to perform those duties prescribed by the Board for the position the employee holds, in accordance with applicable job descriptions and collective bargaining agreements.

GOAL: In support of OPUSD Goal 1.b. Recruit, maintain, and celebrate staff - who are critical to student success and achievement.

ALTERNATIVES:

1. Approve the revised titles for Classified Positions of Department Secretary to Department Assistant I.
2. Do not approve the revised titles.

RECOMMENDATION: Alternative 1.

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources

BOARD MEETING, FEBRUARY 28, 2023

Approve Revised Title Classified Positions of Department

Secretary to Department Assistant I

Page 2

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT
CLASS TITLE: DEPARTMENT ASSISTANT I (11 Month)

DEFINITION

This is an 11-month position, 8 hours per day
Salary: Range 16

Under the direction of a District Director, organize, coordinate, and oversee the office activities of the Director; perform responsible and varied clerical duties to relieve the Director of administrative details; establish priorities and organize workflow and provide accurate, relevant, and responsive information externally and internally.

DISTINGUISHING CHARACTERISTICS:

The Department Assistant I coordinates and oversees the day-to-day operation of an assigned district department. This position may also function as a receptionist for the district and as such is responsible for public relations and communications.

EXAMPLES OF DUTIES:

Plans, organizes, coordinates, and oversees assigned district department activities and communication. Performs responsible clerical duties to relieve the Director of administrative detail; establishes priorities and assures the timely and procedurally correct completion of administrative support, clerical assignments, assists with special projects as needed, responsible for ordering and maintains record of curriculum, texts, materials, and supplies purchases; maintains a calendar for the director and for district-wide activities, schedules meetings and conferences; may serve as receptionist for the District and as such presents an effective first contact with the public; prepares a wide variety of materials for distribution including correspondence, reports, requisitions, memoranda, coordinates and facilitates communications for the Director; interprets, applies, and explains District policies rules and regulations relating to the specific department; works with department budgets; coordinates and maintains a master facilities usage calendar; receives, sorts, and routes mail; orders curriculum, texts, materials, and supplies; receives supplies, contacts vendors to order curriculum, texts, supplies and equipment; establishes and maintains files; compiles statistical data for report generation; maintains records; operates technology necessary to complete the tasks of the assignment; performs other related duties as assigned.

EMPLOYMENT STANDARDS:

Knowledge of: Office management techniques, modern office methods, practices and equipment; oral and written communications; correct English usage, grammar, spelling, punctuation, vocabulary, and composition; first aid procedures; record keeping methods; word processing, spreadsheet and database usage; proper phone etiquette; public relations skills; interpersonal skills including tact, courtesy, and patience.

Ability to: Plan, organize, coordinate, and oversee day-to-day department activities at an assigned District site; Communicate effectively both verbally and in writing, including the use of digital communication tools; perform responsible clerical duties to relieve the Director of administrative detail; establish and revise priorities as needed to accomplish clerical assignments; work independently; makes decisions within the guidelines of the administrator and the department; meet schedules and time lines; learn, apply, and explain rules regulations, and policies; plan and organize work; work effectively with other employees and the community; train and provide work direction to others as required from time to time; compile and maintain accurate records and reports; develop and implement new computer applications involving technology as needed; type at 55-60 WPM.

Education and Experience: Any combination equivalent to graduation from high school and one (1) year(s) of responsible secretarial or office management experience. Experience in a public school or school district office setting is highly desirable.

WORKING CONDITIONS:

District Office environment; subject to demanding timelines and constant interruptions.

OAK PARK UNIFIED SCHOOL DISTRICT
CLASS TITLE: DEPARTMENT ASSISTANT I (12 Month)

DEFINITION

This is a 12-month position, 8 hours per day
Salary: Range 16

Under the direction of a District Director, organize, coordinate, and oversee the office activities of the Director; perform responsible and varied clerical duties to relieve the Director of administrative details; establish priorities and organize workflow and provide accurate, relevant, and responsive information externally and internally.

DISTINGUISHING CHARACTERISTICS:

The Department Assistant I coordinates and oversees the day-to-day operation of an assigned district department. This position may also function as a receptionist for the district and as such is responsible for public relations and communications.

EXAMPLES OF DUTIES:

Plans, organizes, coordinates, and oversees assigned district department activities and communication; performs responsible clerical duties to relieve the Director of administrative detail; establishes priorities and assures the timely and procedurally correct completion of administrative support, and clerical assignments, assists with special projects as needed, responsible for ordering and maintains record of curriculum, texts, materials, and supplies purchases; maintains a calendar for the director and for district-wide activities, schedules meetings and conferences; may serve as receptionist for the District and as such presents an effective first contact with the public. Prepares a wide variety of materials for distribution including correspondence, reports, requisitions, memoranda, coordinates and facilitates communications for the Director; interprets, applies, and explains District policies rules and regulations relating to the specific department; works with department budgets; coordinates and maintains a master facilities usage calendar; receives, sorts, and routes mail; orders curriculum, texts, materials, and supplies; receives supplies, contacts vendors to order curriculum, texts, supplies and equipment; establishes and maintains files; compiles statistical data for report generation; maintains records; operates technology necessary to complete the tasks of the assignment; performs other related duties as assigned.

EMPLOYMENT STANDARDS:

Knowledge of: Office management techniques, modern office methods, practices and equipment; oral and written communications; correct English usage, grammar, spelling, punctuation, vocabulary, and composition; first aid procedures; record keeping methods; word processing, spreadsheet and database usage; proper phone etiquette; public relations skills; interpersonal skills including tact, courtesy, and patience.

Ability to: Plan, organize, coordinate, and oversee day-to-day department activities at an assigned District site; Communicate effectively both verbally and in writing, including the use of digital communication tools; perform responsible clerical duties to relieve the Director of administrative detail; establish and revise priorities as needed to accomplish clerical assignments; work independently; makes decisions within the guidelines of the administrator and the department; meet schedules and time lines; learn, apply, and explain rules regulations, and policies; plan and organize work; work effectively with other employees and the community; train and provide work direction to others as required from time to time; compile and maintain accurate records and reports; develop and implement new computer applications involving technology as needed; type at 55-60 WPM.

Education and Experience: Any combination equivalent to graduation from high school and one (1) year(s) of responsible clerical or office management experience. Experience in a public school or school district office setting is highly desirable.

WORKING CONDITIONS:

District Office environment; subject to demanding timelines and constant interruptions.

OAK PARK UNIFIED SCHOOL DISTRICT

CLASS TITLE: DEPARTMENT ASSISTANT I – STUDENT NUTRITION & WELLNESS

DEFINITION

This is a 12 or 11 month position, 8 hours per day

Salary: Range 16

Under the direction of the Director of Student Nutrition & Wellness, organize, coordinate, and oversee the office activities of the Director; perform responsible and varied clerical duties to relieve the Director of administrative details; establish priorities and organize workflow and provide accurate, relevant, and responsive information externally and internally. Assist in school kitchens (e.g. food preparation, service, clean-up, delivery) as needed and at special events during and occasionally outside of school hours.

DISTINGUISHING CHARACTERISTICS:

The Department Assistant I coordinates and oversees the day-to-day operation of the Student Nutrition & Wellness department; and fulfills functions of the Food Services Assistant on an as needed basis. The ideal candidate is someone who can be just as comfortable working in the kitchen as in the office handling detail-oriented tasks, readily transitioning between the two.

EXAMPLES OF DUTIES:

Plans, organizes, coordinates, and oversees assigned district department activities and communication; performs responsible clerical duties to relieve the Director of administrative detail; establishes priorities and assures the timely and procedurally correct completion of administrative support, clerical assignments, assists with special projects as needed; maintains a calendar for the Director and for district-wide activities, schedules and sets up meetings and conferences; prepares a wide variety of materials for distribution including correspondence, reports, requisitions, memoranda; coordinates and facilitates communications for the Director; interprets, applies, and explains District policies, rules and regulations relating to the specific department; works with department budgets; coordinates and maintains a master calendar; receives, sorts, and routes mail; orders and receives cafeteria supplies and equipment; maintains equipment and supplies inventory in kitchens; establishes and maintains files and records both physically and electronically; handle bookkeeping and accounting duties, including recording sales and expenditures; operates technology necessary to complete the tasks of the assignment; performs other related duties as assigned.

Manage department social media account (including taking pictures at sites, creating posts, developing public image of department); update department web page as assigned; create publicity using a variety of software programs; navigate/utilize web apps to create standardized recipes for nutritional analysis and handle meal ordering; perform the duties of Food Services Assistant at school cafeterias as needed; sets up and cleans up for catering events during and outside of school hours.

EMPLOYMENT STANDARDS:

Knowledge of: Google Suite (Sheets, Docs)/Microsoft Office (Excel/Word); social media; simple web page maintenance; office management techniques, modern office methods, practices and equipment; oral and written communications; correct English usage, grammar, spelling, punctuation, vocabulary, and composition; first aid procedures; record keeping methods; word processing, spreadsheet and database usage; proper phone etiquette; public relations skills; interpersonal skills including tact, courtesy, and patience.

Sanitation practices related to cooking and serving food; operation of kitchen equipment and utensils; health and safety practices.

Genuine interest in and knowledge of nutrition, food, sustainability, and plant-based cooking with experience or ability to work in a fast-paced, commercial kitchen. Ability to learn rules/regulations relating to school nutrition programs. Understands and supports the mission of OPUSD and the Student Nutrition department.

Ability to: Work in office and cafeteria environments with equal ease and confidence; interface with students, parents, and public; maintain confidentiality; plan, organize, coordinate, and oversee day-to-day department activities at an assigned District site; perform responsible secretarial and clerical duties to relieve the Director of administrative detail; establish and revise priorities as needed to accomplish clerical assignments; work independently; makes decisions within the guidelines of the Director and the department; meet schedules and timelines; learn, apply, and explain rules regulations, and policies; plan and organize work; work effectively with other employees and the community; train and provide work direction to others as required from time to time; compile and maintain accurate physical and electronic records and reports; develop and implement new computer applications involving technology as needed; type at 55-60 WPM.

Perform a wide variety of food service duties, including preparing, assembling, and serving food, maintaining cleanliness and order, inventory, and lifting up to 40 pounds.

Education and Experience: Any combination equivalent to graduation from high school and one (1) year(s) of responsible clerical or office management experience. Experience in a commercial kitchen, farm/garden, and college coursework in nutrition and culinary arts are highly desirable.

WORKING CONDITIONS:

Combined office and school cafeteria environment; subject to demanding timelines and constant interruptions; lifting, standing, and walking for long periods of time, temperature extremes, and contact with cleaning agents.

OAK PARK UNIFIED SCHOOL DISTRICT

CLASS TITLE: DEPARTMENT ASSISTANT I – BOND PROGRAMS, SUSTAINABILITY, MAINTENANCE, AND OPERATIONS

DEFINITION

This is a 12-month position, 8 hours per day

Salary: Range 16

Under the direction of the Director of Bond Programs, Sustainability, Maintenance, and Operations, organize, coordinate, and oversee the office activities of the Director; perform responsible and varied clerical duties to relieve the Director of administrative details; establish priorities and organize workflow and provide accurate, relevant, and responsive information externally and internally.

DISTINGUISHING CHARACTERISTICS:

The Department Assistant I coordinates and oversees the day-to-day operation of the Bond Programs, Sustainability, Maintenance, and Operations department. This position may also function as a receptionist for the district and as such is responsible for public relations and communications.

EXAMPLES OF DUTIES:

Plans, organizes, coordinates, and oversees assigned district department activities and communication; performs responsible clerical duties to relieve the Director of administrative detail; establishes priorities and assures the timely and procedurally correct completion of administrative support, clerical assignments, assists with special projects as needed; maintains a calendar for the Director and for district-wide activities, schedules meetings and conferences; may serve as receptionist for the District and as such presents an effective first contact with the public; prepares a wide variety of materials for distribution including correspondence, reports, requisitions, memoranda; coordinates and facilitates communications for the Director; interprets, applies, and explains District policies rules and regulations relating to the specific department; works with department budgets; coordinates and maintains a master facilities usage calendar; receives, sorts, and routes mail; orders office supplies; receives supplies, contacts vendors to order supplies and equipment; establishes and maintains files; compiles statistical data for report generation; maintains records; operates technology necessary to complete the tasks of the assignment; performs other related duties as assigned.

EMPLOYMENT STANDARDS:

Knowledge of: Office management techniques, modern office methods, practices and equipment; oral and written communications; correct English usage, grammar, spelling, punctuation, vocabulary, and composition; first aid procedures; record keeping methods; word processing, spreadsheet and database usage; proper phone etiquette; public relations skills; interpersonal skills including tact, courtesy, and patience.

JD: DEPARTMENT ASSISTANT I – BOND PROGRAMS, SUSTAINABILITY,
MAINTENANCE, AND OPERATIONS

Page 2

Ability to: Plan, organize, coordinate, and oversee day-to-day department activities at an assigned District site; perform responsible clerical duties to relieve the Director of administrative detail; establish and revise priorities as needed to accomplish clerical assignments; work independently; makes decisions within the guidelines of the Director and the department; meet schedules and time lines; learn, apply, and explain rules regulations, and policies; plan and organize work; work effectively with other employees and the community; train and provide work direction to others as required from time to time; compile and maintain accurate records and reports; develop and implement new computer applications involving technology as needed; type at 55-60 WPM.

Education and Experience: Any combination equivalent to graduation from high school and one (1) year(s) of responsible clerical or office management experience. Experience in a public school setting is highly desirable.

WORKING CONDITIONS:

District Office environment; subject to demanding timelines and constant interruptions.

OAK PARK UNIFIED SCHOOL DISTRICT
CLASS TITLE: DEPARTMENT ASSISTANT I - SCHOOL SITE

DEFINITION

This is an 11-month position, 8 hours per day
Salary: Range 16

Under the direction of a Site Administrator, organize, coordinate, and oversee the office activities of the Administrator; perform responsible and varied clerical duties to relieve the Administrator of administrative details; establish priorities and organize workflow and provide accurate, relevant, and responsive information externally and internally.

DISTINGUISHING CHARACTERISTICS:

The Department Assistant I coordinates and oversees the day-to-day operation of an assigned department. This position may also function as a receptionist for the school and as such is responsible for public relations and communications.

EXAMPLES OF DUTIES:

Plans, organizes, coordinates, and oversees assigned department activities and communication; performs responsible clerical duties to relieve the Administrator of administrative detail; establishes priorities and assures the timely and procedurally correct completion of administrative support, clerical assignments, assists with special projects as needed, responsible for ordering and maintains record of curriculum and text purchases; maintains a calendar for the Administrator and for school and district-wide activities, schedules meetings and conferences; may serve as receptionist for the School and as such presents an effective first contact with the public; prepares a wide variety of materials for distribution including correspondence, reports, requisitions, memoranda, coordinates and facilitates communications for the Administrator; interprets, applies, and explains School and District policies rules and regulations relating to the specific department; works with department budgets; coordinates and maintains a master facilities usage calendar; receives, sorts, and routes mail; orders office supplies, curriculum materials, and texts; receives supplies, contacts vendors to order curriculum, texts, supplies and equipment; establishes and maintains files; compiles statistical data for report generation; maintains records; operates technology necessary to complete the tasks of the assignment; performs other related duties as assigned.

EMPLOYMENT STANDARDS:

Knowledge of: Office management techniques, modern office methods, practices and equipment; oral and written communications; correct English usage, grammar, spelling, punctuation, vocabulary, and composition; first aid procedures; record keeping methods; word processing, spreadsheet and database usage; proper phone etiquette; public relations skills; interpersonal skills including tact, courtesy, and patience.

Ability to: Plan, organize, coordinate, and oversee day-to-day department activities at an assigned District site; perform responsible clerical duties to relieve the Administrator of administrative detail; establish and revise priorities as needed to accomplish clerical assignments; work independently; makes decisions within the guidelines of the administrator and the department; meet schedules and time lines; learn, apply, and explain rules regulations, and policies; plan and organize work; work effectively with other employees and the community; train and provide work direction to others as required from time to time; compile and maintain accurate records and reports; develop and implement new computer applications involving technology as needed; type at 55-60 WPM.

Education and Experience: Any combination equivalent to graduation from high school and one (1) year(s) of responsible clerical or office management experience. Experience in a public school setting is highly desirable.

WORKING CONDITIONS:

School Office environment; subject to demanding timelines and constant interruptions.

OAK PARK UNIFIED SCHOOL DISTRICT
CLASS TITLE
DEPARTMENT ASSISTANT I - TECHNOLOGY

DEFINITION

This is a 12-month position, 8 hours per day. Salary Range 16

Under the direction of the Director of Technology, organize, coordinate, and oversee the office activities of the Director; perform responsible and varied clerical duties; establish priorities and organize workflow and provide accurate, relevant, and responsive information externally and internally.

The Department Assistant I provides initial response and triages requests for assistance from staff, students, and parents while also overseeing the department's help desk ticketing system. The Department Assistant I checks out and checks back in various types of technology equipment, handles user account creation and provisioning across a variety of systems, and provides support for the district's 1:1 computing program.

DISTINGUISHING CHARACTERISTICS

The Department Assistant I coordinates and oversees the day-to-day operations of the Technology department with an emphasis on customer service while performing functions of Tech Department Assistant in managing service response, resource provisioning and allocation, and basic technical support. The Department Assistant I should be well organized and adept at customer relations while also being comfortable with technology hardware and software tools.

EXAMPLE OF DUTIES

- Serves as the receptionist for the department and utilizes customer service skills to present a friendly first contact with district staff and the general public;
- Manages daily operations of the technology department including planning and organizing department activities, logistics, record keeping, scheduling and calendar management, purchase orders;
- Establishes priorities and assures the timely and accurate completion of administrative support, clerical assignments, assists with special projects as needed;
- Administers the help desk ticketing system by receiving requests for technology assistance, triaging help requests, and dispatching tech department staff to ensure all tickets are addressed. Follows up with technicians to verify completion of all requests in a timely and efficient manner;
- Provides technology use training, basic general troubleshooting, technical Help Desk support to district users, students, and parents for hardware, peripherals, and software applications;
- Manage aspects of the district's 1:1 Chromebook (or other mobile devices) program including fielding questions from parents, communications about the Lease-To-Own (LTO) program including those for invoicing and payments, and maintaining the database of devices/students/parents participating in Parent Purchase or LTO programs;
- Oversees the creation and updating of all district user accounts both within the district network and with external systems/software/vendors and account management systems including network access (Active Directory), email (Google), and integration with third party vendor systems (such as Clever and GoGuardian), and coordinating with the County Office of Education's helpdesk when necessary to accomplish those tasks;

- Oversees the configuration, provisioning, and occasional basic training of users with regards to the district's communications systems including telephony, website editing, and community messaging systems;
- Oversees the department timeclock and helps to ensure all staff are performing efficiently at optimal levels

EMPLOYMENT STANDARDS:

Knowledge of:

- Customer service skills and desktop troubleshooting and diagnostic techniques and protocols;
- Application suites for Microsoft (Excel, Word, PowerPoint), Google (Docs, Sheets, Slides);
- Windows PC, Apple Mac, Apple iOS, Chrome computing environments;
- Basic networking and file management concepts;
- Inventory methods and practices;
- Q Student Information System and Help Desk Ticketing systems such as Incident IQ (preferable);

Ability to:

- Maintain a high level of personal organization with an attention to detail;
- Meet schedules and timelines; establish and revise priorities as needed to accomplish assignments;
- Work independently and make decisions within the guidelines of the department administrator;
- Establish and maintain cooperative and effective working relationships with others;
- Train others in the basic use of computer hardware, software, and peripherals;
- Work with a variety of customer personalities and comfort levels with technology;
- Compile and maintain accurate records and reports;
- Comfortably operate computers and related peripheral equipment;
- Learn quickly and adapt creatively while maintaining a positive attitude;
- Collaborate and work closely with technicians and student interns;

Education and Experience

- Any combination equivalent to graduation from high school and one (1) year of responsible clerical or office management experience.
- Experience in public school setting highly desirable
- Experience in technology support highly desirable

WORKING CONDITIONS:

Environment

District office environment subject to frequent interruptions, frequent contact with District staff, community members, and vendors, and long periods of time at a computer keyboard and telephone.

Physical Abilities

Dexterity of hands and fingers to operate computer keyboards and manipulate cabling and tools, sight to view monitors and read manuals for extended periods of time; hearing and speaking to exchange information; lifting objects up to 40 pounds; sitting, climbing, standing, bending, stooping, and squatting.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
**SUBJECT: APPROVE REVISED TITLE FOR THE CLASSIFIED POSITION OF
ATHLETICS SECRETARY TO ATHLETIC ASSISTANT I**

ACTION

ISSUE: Shall the Board approve the Revised Title for the Classified Position of Athletic Secretary to Athletics Assistant I?

BACKGROUND: The title of Athletics Secretary is old fashioned and is no longer widely used in public education. The Oak Park Classified Association and staff in these positions have requested that the current title of Athletics Secretary be revised to Athletics Assistant I. Staff is recommending that the Board approve the revised title for this position. A copy of the job description with the title change is included for the Board's review.

FISCAL IMPACT: The current salary range is 14 for this position and will remain the same.

BOARD POLICY: Pursuant to Board Policy 3200 Classified Personnel - Classified employees shall be assigned by their immediate supervisors with the approval of the Superintendent or designee. They shall be required to perform those duties prescribed by the Board for the position the employee holds, in accordance with applicable job descriptions and collective bargaining agreements.

GOAL: In support of OPUSD Goal 1.b. Recruit, maintain, and celebrate staff - who are critical to student success and achievement.

ALTERNATIVES: 1. Approve the revised title for classified position of Athletics Secretary to Athletics Assistant I.
2. Do not approve the revised title.

RECOMMENDATION: Alternative 1.

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT

CLASS TITLE: ATHLETICS ASSISTANT I

DEFINITION

This is an ten and a half (10.5) month, eight (8) hour per day position.

Salary Range: CC Range 14 Classified Salary Schedule.

Under direction of the Principal, receive, account for, disburse and maintain records of student body funds at a high school according to legal guidelines and established procedures; perform clerical and administrative assistance duties for the Athletics Department; order, receive, store and issue supplies and equipment as required; provide general clerical support as needed.

EXAMPLE OF DUTIES

Perform clerical and administrative support duties for the Athletics Department including composing correspondence independently, typing various reports, memos, and documents and maintaining files; assist students, teachers and staff in planning various activities and events such as field trips, fund raisers and dances; maintain records and prepare weekly, monthly and annual financial reports on student body activities; answer telephone and provide information and answer questions regarding school operations, activities and events; issue locks and lockers and maintain records of combinations; schedule and coordinate athletic events including verification of team and staff participation and facility readiness; verify eligibility of athletes; collect, maintain and report athletic scores, records and statistical data; order, receive, store, issue and account for a variety of incoming supplies and equipment for the school; disburse and maintain requisitions for student activities and purchases; distribute student identification cards and reissue as needed; assist student body groups to set up budgets; oversee ticket control for fund-raisers and athletic events; schedule van usage for coaches verifying mileage and gas usage; train and provide work direction to student workers as assigned; provide general clerical support as needed; operate office equipment including computer, typewriter, calculator and copy machine; perform related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of: Accounting and auditing principles, practices, procedures and terminology; financial and statistical record-keeping; high school organization, policy and procedures; applicable legal and District guidelines which affect work; modern office practices, procedures and equipment; interpersonal skills using tact, patience and courtesy.

Ability to: Perform technical and complex financial record-keeping work which requires the use of independent judgment; read, interpret, apply and explain legal guidelines affecting work; establish and maintain and cooperative and effective working relationships with others; make arithmetic computations rapidly and accurately; receive and account for cash; organize and perform work efficiently to meet established time lines; operate office equipment including computer, typewriter, calculator and copy machine; maintain financial and statistical records and prepare related financial statements and reports; train and provide work direction to others; type at 45 words per minute net.

Education and Experience: Any combination equivalent to graduation from high school, training in financial record-keeping and three years of responsible clerical and financial record-keeping experience.

WORKING CONDITIONS

High school office environment; subject to frequent interruptions and extensive student contact.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: ESTABLISH NEW CLASSIFIED POSITION, DEPARTMENT ASSISTANT II AND APPROVE ASSOCIATED JOB DESCRIPTION AND SALARY SCHEDULE PLACEMENT

ACTION

ISSUE: Shall the Board establish the new Classified Position of Department Assistant II and approve associated job description and salary schedule placement?

BACKGROUND: The Human Resources Department and the Superintendent's Office is in need of additional administrative support to assist with complex clerical and data support duties including but not limited to ordering supplies, event coordination, report creation from a variety of District data for administrators. In the past the support for these two departments was provided by a department clerk and a department secretary. This position would be combined into one and staff feel will help to recruit suitable candidates with the desired skill set. A copy of the proposed job description and salary schedule is included for the Board's review.

FISCAL IMPACT: The recommended salary placement of the proposed position is on the Classified Salary Schedule (range 20) and will be included in the proposed budget for 2023-2024.

BOARD POLICY: Pursuant to Board Policy 4111/4211/4311 Recruitment And Selection - When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position.

GOAL: In Support of OPUSD Goal 2. Strengthen the Climate of Care and School Connectedness at all OPUSD schools.

ALTERNATIVES:

1. Establish the new Classified Position of Department Assistant II and approve associated job description and salary schedule placement
2. Do not establish the new Classified Position

RECOMMENDATION: Alternative 1.

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources

Respectfully submitted,

 Jeff Davis, Ed.D.
 Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT

Job Description

CLASS TITLE: DEPARTMENT ASSISTANT II - HR

DEFINITION:

This is a 12-month position, 8 hours per day. Salary: Range 20 on Classified Salary Schedule

BASIC FUNCTION:

Under the direction of the Superintendent, and Assistant Superintendent, Human Resources, performs highly-skilled and complex clerical and data support duties assigned, utilizing computers and other technology necessary to complete the tasks of the assignment; establishes priorities and organizes workflow and provides accurate, relevant, and responsive information externally and internally; performs a variety of specialized duties involved in the computerized collection, processing, input, verification, analysis, Human Resources record-keeping, and reporting of a variety of District data for staff, while assisting the Superintendent's Office and the Human Resources Department.

EXAMPLE OF DUTIES:

- Under the direction of the Assistant Superintendent, provides support in planning, organizing, coordinating, and overseeing department activities and communications about the Human Resources Department, including scheduling classified and certificated interviews, greeting candidates, and related management functions; performs responsible clerical duties.
- Establishes priorities and assures the timely and procedurally correct completion of administrative support and clerical assignments; assists with special projects as needed.
- As appropriate, utilizes existing District data systems and software to manage Vector Solutions Management System.
- Ensures the stability, reliability, accuracy, and completeness of data, data access, and data quality across the District.
- Prepares a wide variety of materials for distribution, including correspondence, reports, requisitions, personnel reaction requests (PAR), memoranda, and Board agenda items.
- Understands, applies, and articulates District policies, rules, and regulations relating to certificated and classified staff.
- Establishes and maintains hiring packets for classified and certificated new hires.
- Maintains a calendar for the Assistant Superintendent for activities and schedules meetings and conferences.
- As appropriate, orders and receive supplies, and materials; oversees receipts and data regarding department credit card purchases.
- May serve as receptionist for the Department and/or the District and as such, presents an effective first contact with the public.
- Meets with parents regarding district student guardianship.
- Coordinates filing of Human Resources paperwork in cumulative files.
- Prepare Letters of Reassurance for Classified and Guest Teachers.
- Assist in updating the internal District and school site personnel directory and share with schools and district personnel.
- Assist in preparing presentations/surveys using a variety of technologies and tools.
- Assist with paperwork and filing for Governing Board elections and submission to the county.
- Assist with annual enrollment and student registration with the technology department and the school sites and parent-teacher organizations.
- Assist with researching updates for the annual notice of rights and responsibilities.

- Assist in organizing distribution and ordering of annual seniority awards and retirement reception.
- Assist in coordinating community and employee recognition programs.
- Assist in collecting and collating media mentions and articles of interest about education and the District.
- Assist with planning District and community events.
- Assist with updating and creating district and Human Resources social media posts, district calendar, and district and school website.
- Book conferences, trainings, and travel for staff, administrators, and the Board.
- Assist with creating the Board agenda and providing assistance at meetings.
- Work with vendors to create requisitions and place orders.
- Performs other related duties as assigned.

EMPLOYMENT STANDARDS:

- Effective practices of office organization and management, efficient record-keeping methods, use of office equipment and software applications including word processing, database, and spreadsheet usage.
- Correct English usage, grammar, spelling, punctuation, vocabulary, and composition.
- Proper phone etiquette, public relations, and interpersonal skills, including tact, courtesy, and patience.
- Principles, practices, procedures, and techniques involved in the collection, processing, input, verification, analysis, and reporting of statistical data.
- Principles, practices, and techniques used in spreadsheets and relational databases, specifically in financial and/or student information systems, as appropriate for the assigned department.
- Data control procedures and data entry operations.
- Report writing and statistical record-keeping techniques.
- Desktop troubleshooting.
- Plan, organize, coordinate, and oversee day-to-day activities of the assigned department.
- Perform responsible for clerical duties; communicate effectively orally and in writing.
- Meet schedules and timelines; establish and revise priorities as needed to accomplish assignments.
- Work independently and make decisions within the guidelines of the Assistant Superintendent.
- Establish and maintain cooperative and effective working relationships with others:
- Operate computers and related peripheral equipment.
- Perform a variety of specialized duties involved in the computerized collection, processing, input, verification and analysis of a variety of District data.
- Maintain and analyze District computer systems and databases to meet the data collection, analysis and reporting needs of the District.
- Ability to train others in the proper use of computer software.
- Provide work direction to others as required from time to time.
- Learn, interpret, explain and apply rules, regulations, and policies.
- Compile and maintain accurate records and reports.
- Develop and implement new computer applications involving technology as needed.

WORKING CONDITIONS:

District Office environment subject to frequent interruptions, demanding timelines, and contact with District employees and the public; long periods at a computer keyboard. Possibly some evening events.

EXPERIENCE AND EDUCATION:

- High school diploma or equivalent
- Experience in a public school setting is highly desirable

OAK PARK UNIFIED SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER

OAK PARK UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULES CC & CH & CB2
EMPLOYEES WORKING 20 HOURS OR MORE PER WEEK
All Rates Listed as Hourly and Monthly
2021-22 SCHOOL YEAR

Board Proposal February 28, 2023

Effective: March 1, 2023

JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	WORK YEAR
CLERICAL SUPPORT							
Health Services Technician	10	17.37	18.42	19.56	20.74	22.00	10 Month
Student Services Assistant I	10	3011.09	3192.09	3390.50	3595.92	3815.18	10 Month
Department Clerk	10						10 Month
Guest Teacher/Interdistrict Permit Coordinator	12	18.42	19.56	20.74	22.00	23.31	11 Month
Student Services Assistant II	12	3192.09	3390.50	3595.92	3815.18	4041.25	10.5 Month
ASB Bookkeeper/Athletics Dept Assistant I	14	19.56	20.74	22.00	23.31	24.72	10.5 Month
Student Services Assistant III	14	3390.50	3595.92	3815.18	4041.25	4285.14	11.5 Month
Student Services Bookkeeper	14						10.5 Month
Support Services Coordinator	14						
Accounting Assistant I	14.5	20.02	21.17	22.41	23.71	25.10	12 Month
		3470.09	3670.18	3885.21	4109.22	4348.20	
Extended Care Assistant Site Leader	15	20.12	21.37	22.65	24.06	25.52	11 Month
	15	3487.99	3703.82	3926.61	4170.25	4420.91	
School Office Manager I	16	21.44	22.67	23.97	25.36	26.81	11 Month
Department Assistant I	16	3715.64	3930.71	4154.68	4396.60	4647.51	11 Month
Department Assistant I	16						12 Month
Credentials Technician	16						12 Month
Accounting Assistant II	16.5	22.25	23.53	24.89	26.30	27.84	12 Month
		3858.07	4079.11	4315.08	4559.96	4825.81	
School Office Manager II	17.5	22.43	23.79	25.21	26.71	28.31	11 Month
		3889.77	4123.72	4370.69	4630.63	4906.87	
School Office Manager III	18.5	22.99	24.37	25.83	27.39	29.04	11.5 Month
Extended Care Site Leader	18.5	3984.03	4224.42	4477.91	4747.63	5033.63	11 Month
Department Assistant II	20	24.04	25.51	27.03	28.65	30.37	12 Month
		4169.59	4419.76	4684.92	4966.04	5264.01	
Accounting Assistant III	23	27.85	29.52	31.30	33.16	35.16	12 Month
		4826.76	5116.36	5423.35	5748.75	6093.67	
Senior Accountant	28	33.66	35.70	37.86	40.15	42.58	12 Month
		5835.35	6188.39	6562.80	6959.93	7381.16	
CUSTODIAL/MAINTENANCE/GROUNDS							
Custodian	14	19.56	20.74	22.00	23.31	24.72	12 Month
		3390.50	3595.92	3815.18	4041.25	4285.14	

Grounds Maintenance Worker	15	20.12	21.37	22.65	24.06	25.52	12 Month
		3487.99	3703.82	3926.61	4170.25	4420.91	
Head Custodian I	15.5	20.74	22.00	23.31	24.72	26.20	12 Month
		3595.92	3815.18	4041.25	4285.14	4542.24	
Head Custodian II	17	22.22	23.56	24.97	26.47	28.08	12 Month
		3853.99	4084.72	4328.42	4588.44	4864.62	
General Maintenance Worker	18	22.57	23.92	25.34	26.87	28.48	12 Month
		3912.49	4146.46	4393.45	4656.66	4936.11	
Head Custodian III	18.5	22.99	24.37	25.83	27.39	29.04	12 Month
		3984.03	4224.42	4477.91	4747.63	5033.63	
Maintenance Engineer	20	24.04	25.51	27.03	28.65	30.37	12 Month
		4169.59	4419.76	4684.92	4966.04	5264.01	
Grounds Maintenance Supervisor	21	25.50	27.03	28.65	30.37	32.25	12 Month
District Wide Head Custodian	21	4419.76	4684.92	4966.04	5264.01	5590.51	
CHILD NUTRITION SERVICES							
Child Nutrition Services Assistant	8	16.39	17.37	18.42	19.56	20.74	180 Days
Child Nutrition Services Cook	10	17.37	18.42	19.56	20.74	22.00	10 Month
		3011.09	3192.09	3390.50	3595.92	3815.18	
Child Nutrition Services Manager	14	19.56	20.74	22.00	23.31	24.72	10 Month
		3390.50	3595.92	3815.18	4041.25	4285.14	
Child Nutrition Services Assistant/Delivery	12	18.42	19.56	20.74	22.00	23.31	180 Days
		3192.09	3390.50	3595.92	3815.18	4041.25	
OTHER CLASSIFIED SUPPORT							
Assistant Computer Support Technician	7.0	15.93	16.90	17.94	19.03	20.14	12 Month
		2762.76	2931.12	3109.06	3298.47	3491.71	
Instructional Assistant I	7.5	16.04	17.03	18.04	19.14	20.27	180 Days
		2782.41	2950.00	3128.89	3316.84	3513.86	
Instructional Assistant II	10	17.37	18.42	19.56	20.74	22.00	180 Days
		3011.09	3192.09	3390.50	3595.92	3815.18	
Library/Media Technician	13	19.15	20.29	21.53	22.83	24.23	10 Month
		3319.23	3518.37	3733.44	3957.44	4199.39	
		0.00	0.00	0.00	0.00	0.00	
College/Career Center Technician	13.5	19.28	20.42	21.67	22.97	24.34	10.5 Month
		3341.16	3540.31	3755.36	3979.35	4221.30	
Instructional Assistant III	14	19.56	20.74	22.00	23.31	24.72	180 Days
		3390.50	3595.92	3815.18	4041.25	4285.14	
Computer Technician	18	22.57	23.92	25.34	26.87	28.48	12 Month
		3912.49	4146.46	4393.45	4656.66	4936.11	
Technology Department Assistant	20	4169.59	4419.76	4684.92	4966.04	5264.01	12 Month
Registered Behavior Technician (RBT)	22	26.67	28.28	29.97	31.76	33.71	180 Days
	22	4623.13	4901.20	5195.41	5505.78	5843.05	

Computer Tech - Lead	23	27.85	29.52	31.30	33.16	35.16	12 Month
Certified Repair Technician	23	4826.76	5116.36	5423.35	5748.75	6093.67	12 Month
Data Systems Specialists	23						12 Month
Construction Management Technician	25	30.12	31.92	33.84	35.87	38.02	12 Month
		5220.62	5533.85	5865.89	6217.85	6590.91	
College/Career Center Advisor	26	31.27	33.16	35.17	37.29	39.55	10.5 Month
		5419.85	5747.46	6094.88	6463.26	6853.95	
Network Administrator	26	31.27	33.16	35.17	37.29	39.55	12 Month
		5419.85	5747.46	6094.88	6463.26	6853.95	
Social Emotional Services Specialist	27	30.86	32.50	34.20	36.02	37.90	192 Days
		5348.74	5633.21	5928.55	6243.83	6569.97	
Certified Deaf & Hard of Hearing	28	33.66	35.70	37.86	40.15	42.58	180 Days
		5835.35	6188.39	6562.80	6959.93	7381.16	
Occupational Therapist	30	37.53	39.79	42.19	44.71	47.40	10 Month
		6507.27	6897.70	7311.52	7750.25	8215.25	
Behavior Specialist* CB2	G*	435.04	448.50	462.38	476.67	491.42	202 Days
*Rates listed as Daily and Annually		87878.75	90596.39	93400.60	96287.17	99266.65	

This schedule is a combination of schedules CC (full-time, 40 hours per week) and CH (part-time, more than 20 hours per week). Employees who work a minimum of 20 hours, but less than 40 hours per week should refer to the hourly rates on the schedule above. Full-time employees may refer to either the hourly or the monthly rates. The hourly rate is determined by dividing the monthly gross by the average full-time hours per month (173.333).

* Corresponds to Certificated Salary Schedule, Class G, Psychologist; salary reflects daily and annual rates.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: ESTABLISH THE CERTIFICATED POSITION OF ENGLISH LANGUAGE DEVELOPMENT TEACHER AND APPROVE ASSOCIATED JOB DESCRIPTION
ACTION

ISSUE: Shall the Board establish a certificated position, English Language Development Teacher and approve accompanying job description?

BACKGROUND: Multilingual Learner students require Designated English Language Development (ELD) and Integrated ELD, which typically utilizes Specially Designed Academic Instruction in English (SDAIE) strategies. Currently we are providing integrated ELD but we need to implement designated ELD classes for middle and high school Multilingual students. A teacher assigned to Multilingual students will need an authorization for instruction of Multilingual students in addition to an authorization in the content area of instruction. Specific teacher authorizations are based on the rights and needs of the students to an appropriate education. The associated job description is included for the Board's review.

FISCAL IMPACT: This position will be split between Middle and High School and will be funded by the general fund and will be included in the 2023-2024 proposed budget.

BOARD POLICIES: Pursuant to Administrative Regulation 4112.22 Staff Teaching Students of Limited English Proficiency - The Superintendent or designee shall ensure that any teacher with one or more English learners in his/her class possesses an English learner authorization issued by Commission on Teacher Credentialing (CTC) authorizing ELD and/or SDAIE, as appropriate. A teacher possessing a bilingual authorization may be assigned to provide ELD, SDAIE, and/or primary language instruction.

GOAL: In support of LCAP Goal 1.15 Support English Language Development for Multilingual Students

ALTERNATIVES:

1. Authorize the establishment of a certificated position, English Language Development Teacher and approve associated job description.
2. Do not authorize the establishment of a certificated position.

RECOMMENDATION: Alternative 1.

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources.

Respectfully submitted,

 Jeff Davis, Ed.D.
 Superintendent

Board Action: On motion of _____, seconded by _____, the Board of Education:				
VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT

Job Description

CLASS TITLE: ENGLISH LANGUAGE DEVELOPMENT TEACHER

DEFINITION:

This is a Certificated, full-time (10) month, 185-day position on the Certificated Salary Schedule.

BASIC FUNCTION:

Under the direction of a site administrator, the English Language Development will teach to secondary Developing Multilingual Learners and assists in other school programs as assigned. The position is split between Medea Creek Middle School and Oak Park High School.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Teaches the English Language Development course. Utilizes Board adopted courses that emphasize basic literacy development skills in reading, writing, speaking, and listening.
- Instructs pupils in basic communication, literacy skills, and other general elements of the course of study, as specified in California EdCode and administrative regulations and procedures of the District.
- Continuously evaluates each pupil's progress in literacy and English skills in listening, speaking, reading, and writing and prepares progress reports.
- Adapts material and methods to develop relevant sequential assignments that guide and challenge students.
- Determines instructional materials designed to achieve instructional goals and behavioral objectives. Selects books and instructional aids appropriate to students' interest, maturity, and literacy levels.
- Creates a safe and supportive learning environment where students are encouraged to participate and share ideas.
- Provides differentiated instruction to modify and accommodate for Developing Multilingual Learners and students with special needs.
- Provides individual and small group instruction to adapt the curriculum to the needs of each pupil.
- Encourages pupils to think independently and to express original ideas.
- Establishes and maintains standards of pupil behavior to provide an orderly, productive classroom environment.
- Assumes responsibility for meeting student performance goals and working with colleagues to meet defined achievement goals
- Provides ongoing communication with parents/guardians to create a partnership around student learning by providing information regarding the instructional program and the progress of their child/children.
- Maintains professional competence through participation in in-service education activities provided by the district and/or in self-selected professional growth activities.
- Supports the school's goals by serving on special committees and other groups.
- Evaluate problems and develop options and solutions.
- Work effectively with all racial, ethnic, linguistic, disability, and socioeconomic groups.
- Uphold board policies and follow administrative guidelines/procedures.
- Performs other duties as assigned.

EMPLOYMENT STANDARDS

Provide staff leadership in areas of expertise. Engender staff enthusiasm and teamwork. Promote a safe, efficient, and effective work and learning environment. Advance the change process and help resolve problems. Implement strategies and timelines to accomplish organizational objectives. Strive to develop rapport and serve as a positive role model for others. Employees in this position will be required to work indoors in a standard classroom environment and outdoors as instruction requires.

The physical demands described here represent those that must be met by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel objects, tools, or controls, talk, and hear. The employee is frequently required to sit, stand, and walk.

Classroom setting may be indoors or outdoors. The noise level in the work environment is usually moderate but occasionally loud.

EDUCATION, EXPERIENCE, AND OTHER REQUIREMENTS:

Education Required: Bachelor's Degree or higher

Credential Required: Applicants must hold a valid California English Language Arts Teaching Credential.

English Learner Authorization: Applicants must also hold a valid English Learner Authorization such as a CLAD, ELA1, or similar authorization for designated English Language Development instruction to English Learners. ELAS authorizations do not qualify for this assignment.

OAK PARK UNIFIED SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: APPROVE 2023 CSBA DELEGATE ASSEMBLY ELECTION OF CANDIDATE

ACTION

ISSUE: Shall the Board of Education elect a representative to CSBA's Delegate Assembly?

STATEMENT: There is one vacancy for the 2023 Delegate Assembly Ballot Region/Subregion 11B and there is one candidate. OPUSD may vote for no more than 1 candidate on one ballot and the ballot must be returned to CSBA postmarked on or before March 15, 2023. Voting instructions, ballot, and biographical sketches for each of the candidates are included.

Rebecca "Beckie" Cramer (Pleasant Valley SD)

The names of newly elected delegates will be published and disseminated to the membership by April 1.

ACTION: Move to cast our vote for _____ as representatives to the CSBA Delegate Assembly for Region/Subregion 11B.

FISCAL IMPACT: None

BOARD POLICY: N/A

GOALS: N/A

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



California School Boards Association

REQUIRES BOARD ACTION

Due: Weds. March 15—return ballot in enclosed envelope

January 31, 2023

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Susan Markarian, CSBA President
Re: 2023 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Weds. March 15**

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Wednesday, March 15, 2023.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held. Results will be published by May 11, 2023.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2023 – March 31, 2025. The next meeting of the Delegate Assembly takes place on Saturday, May 20 and Sunday, May 21, 2023. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **WEDNESDAY, MARCH 15, 2023**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2023 DELEGATE ASSEMBLY BALLOT
SUBREGION 11-B
(Ventura County)

Number of seats: 1 (Vote for no more than 1 candidate)

Delegates will serve two-year terms beginning April 1, 2023 - March 31, 2025

**denotes incumbent*



Rebecca "Beckie" Cramer (Pleasant Valley SD)

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

REGION 11 – 9 Delegates (9 elected)

Director: Sabrena Rodriguez (Ventura USD)

Below is a list of all elected or appointed Delegates from this Region.

Subregion 11-A (Santa Barbara)

Wendy Sims-Moten (Santa Barbara USD), term expires 2023

Peter Wright (College ESD), term expires 2024

Vacant, term expires 2023

Subregion 11-B (Ventura)

Darlene Bruno (Hueneme SD), term expires 2024

Lauren Gill (Conejo Valley USD), term expires 2024

Shelly Griffen (Ojai USD), term expires 2024

Daniel Sandoval (Santa Paula USD), term expires 2024

Vacant, term expires 2023

County Delegate:

Rachel Ulrich (Ventura COE), term expires 2023

Counties

Santa Barbara (Subregion A)

Ventura (Subregion B)

Delegate Assembly Biographical Sketch Form for 2023 Election



Deadline: Saturday, January 7, 2023 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2023. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2023. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.

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

Signature: Rebecca Cramer Date: 1-22-2023

Name: Rebecca "Beckie" Cramer CSBA Region & subregion #: 11
District or COE: Pleasant Valley School District Board of Education Years on board: 4
Profession: Communications Contact Number (☒ Cell ☐ Home ☐ Bus.): 805-427-6041
Primary E-mail: RCramer@PleasantValleySD.org
Are you an incumbent Delegate? ☐ Yes ☒ No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in serving as a Delegate because CSBA is the organization my governing board relies on for policy guidance, legislative advocacy, and board trustee professional development. I have relied on CSBA materials and training for conducting most board business including agenda setting and meetings, superintendent evaluations, and policy adoptions.

I hold an MA in strategic communication and my thesis research was on school choice and the marketization of K-12 education. I am currently a parent in the district I serve, and I enjoy bringing that perspective to a diverse governance team that serves with a unified purpose.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Prior to being elected to the board I served as a site PTA leader, chaired our local school facility bond campaign committee, and participated in the district LCAP, SSC, and other parent advisories. Since my election to the board in 2018 I served as board clerk for one year followed by board president for three years. During that time our governing team successfully navigated the pandemic response, hired a new superintendent, appointed a replacement for a longtime board trustee, and transitioned to by-trustee voting areas.

I have served on all four standing board subcommittees, attended CSBA's AEC every year, and have participated in CSBA's Legislative Advocacy Week. I presented at the CSBA AEC in 2020 ("Re-Imagining School Marketing in a Post-COVID Era"), and collaborated with CSBA for an article in the Summer 2021 issue of California Schools ("School Choice is Here to Stay: Marketing Schools in a Competitive Environment").

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I believe the biggest challenges for governing boards in the coming years will be enrollment and state funding stability.

- On enrollment challenges, CSBA can provide guidance to board members on navigating declining enrollment, responding to competition from charter schools and other educational options, evaluating excess facilities issues, and communicating with local community stakeholders and collective bargaining organizations.

- On funding, CSBA continues to be the primary advocate between district boards and the state legislature. This includes approaches to LCFF, concentration funding and grants, and PERS and STRS contributions. As state revenues face a decline and one-time pandemic funding comes to an end, it will be imperative to keep evaluating what gets prioritized in the state budget and advocating on behalf of our public school districts.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: APPROVE AMENDMENT TO BOARD POLICY 1313 CIVILITY

ACTION

ISSUE: Should the Board of Education approve amendment to Board Policy 1313 – Civility?

BACKGROUND: Board Policy 1313 updated to add language back regarding violation of policy by a member of the public. This language was removed from the policy when the policy was updated in October 2021 with the CSBA recommended language. The Policy is being submitted with the recommendations from the Superintendent.

ALTERNATIVES:

1. Approve amendment to Board Policy 1313 – Civility as first and final reading.
2. Approve amendment to Board Policy 1313 – Civility as first reading.
3. Do not approve amendment to Board Policy 1313 – Civility.

RECOMMENDATION: Approval of Alternative #1.

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT

BOARD POLICY

Series 1000

Community Relations

BP 1313(a)

Civility Policy

The Governing Board recognizes the impact that civility has on the effective operation of the district, including its role in creating a safe and positive school climate and enabling a focus on student well-being, learning, and achievement. The Board believes that each person should be treated with dignity and respect in their interactions within the school community.

The Board understands that the First Amendment provides strong protection for speech. However, the Board expects that all speech and expression will comport with norms of civil behavior on district grounds, in district facilities, during district activities or events, and in the use of district electronic/digital systems and platforms.

Civil behavior is polite, courteous, and reasonable behavior which is respectful to others and includes integrity, honesty, acceptance, timeliness, dependability, observance of laws and rules, and effective communication.

The Board and district staff shall model civil behavior as an example of behavior that is expected throughout the district. Practices that promote civil behavior include actively listening, giving full attention to the speaker, and refraining from interruptions; welcoming and encouraging participation, input, and feedback through stakeholder engagement; promptly responding to concerns; and embracing varying and diverse viewpoints. Such practices may be incorporated into governance standards adopted by the Board or Superintendent and/or professional standards or codes of conduct for employees as specified in district policies and regulations.

Students, staff, parents/guardians, and community members should be educated in the recognition, development, and demonstration of civil behavior. The Superintendent or designee may incorporate related concepts in the curriculum, provide staff development activities, and/or communicate this policy to the school community.

Students, staff, parents/guardians, and community members shall not communicate or behave in a manner that causes disruption; hinders the orderly conduct of district operations, the educational program, or any other district program or activity; or creates an unsafe learning or working environment. The Superintendent or designee may respond to disruptive, violent, or threatening behavior in accordance with law and as specified in BP/AR 3515.2 - Disruptions.

Behavior by students, ~~or~~ staff, parents/guardians that is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence, or behavior that is in any other way unlawful, is prohibited and is subject to discipline in accordance with law and as specified in district policy and regulations.

When the staff determines that a member of the public is in the process of violating the provisions of this policy, an effort should be made by staff to provide a written copy of this policy, including applicable code provisions, at the time of occurrence.

**OAK PARK UNIFIED SCHOOL DISTRICT
BOARD POLICY**

Series 1000

Community Relations

BP 1313(b)

Following any violation of the provisions of this policy, the employee will immediately notify their supervisor and provide a report of the incident on the incident report form Exhibit 1313.

Adopted: 9-19-06

Amended: 10-19-2021, 2-28-2023

OAK PARK UNIFIED SCHOOL DISTRICT
EXHIBIT

Series 1000

Community Relations

E 1313

CIVILITY POLICY

INCIDENT REPORT

Name

Site

Today's Date:

Date and Time (approximate) of incident:

Location of Incident (office, classroom, hallway, etc.)

Name of Person you are reporting (if known)

Is this person a parent/guardian or relative of a student at OPUSD? Yes No

Did you feel your well being/safety was threatened? Yes No

Were there any witnesses to this incident? Yes No

Name(s) of Witness(es)

Were the police contacted? Yes No

Below, please describe what happened:

(If you need additional space, please use the back of this sheet. Thank you.)

Signature of Person Completing Form

A copy of this Incident Report should be sent to the appropriate supervisor.

Adopted: 9-19-06

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 28, 2023
SUBJECT: APPROVE AMENDMENT TO BOARD BYLAW 9323 MEETING CONDUCT
ACTION

ISSUE: Should the Board of Education approve amendment to Board Bylaw 9323 – Meeting Conduct?

BACKGROUND: Board Bylaw 9323 updated to reflect NEW LAW (SB 1100, 2022), which authorizes the Board President to remove an individual for disrupting a Board meeting, establishes a procedure for warning the individual prior to their removal, and defines "disrupting" and "true threat of force." The Policy is being submitted with the recommended language from CSBA.

ALTERNATIVES:

1. Approve amendment to Board Bylaw 9323 – Meeting Conduct as first and final reading.
2. Approve amendment to Board Bylaw 9323 – Meeting Conduct as first reading.
3. Do not approve amendment to Bylaw 9323 – Meeting Conduct.

RECOMMENDATION: Approval of Alternative #1.

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

OAK PARK UNIFIED SCHOOL DISTRICT

BYLAWS OF THE BOARD

Series 9000

Bylaws of the Board

BB 9323(a)

Meeting Conduct

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned ~~at~~by 10:30 p.m. unless extended to a specific time determined by a majority of the Board. -The meeting shall be extended no more than once and-, if necessary, may subsequently ~~may~~ be adjourned to a later date.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction.- So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting-, except that if the meeting is conducted using remote public participation or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

OAK PARK UNIFIED SCHOOL DISTRICT BYLAWS OF THE BOARD

Series 9000

Bylaws of the Board

BB 9323(b)

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. -The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda.- Additionally, on their own initiative or in response to questions posed by the public, Board members or staff members may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. - (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. - (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. -However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. - (Government Code 54954.3)
5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

In general, individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, and the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

OAK PARK UNIFIED SCHOOL DISTRICT

BYLAWS OF THE BOARD

Series 9000

Bylaws of the Board

BB 9323(c)

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. - (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
 - a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.
 - b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. - (Government Code 54954.3)
 - c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.
7. The Board president shall not permit ~~any disturbance or willful interruption~~ **actual disruption** of Board meetings. ~~Persistent~~ **Actual** disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board. ~~The Board may remove disruptive individuals and~~ **and remove the individual from the meeting.**

The Board President or designee may remove an individual for actually disrupting the meeting. Prior to removal, the individual shall be warned that their behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

Disrupting means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

OAK PARK UNIFIED SCHOOL DISTRICT BYLAWS OF THE BOARD

Series 9000

Bylaws of the Board

BB 9323(d)

True threat of force means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. ~~(Government Code 54957.9)~~ (Government Code 54957.9)

When disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, or if removing the disruptive individual(s) or clearing the room is infeasible, move the meeting to another location. ~~When such disruptive conduct occurs, The Board may direct the Superintendent or designee the shall to~~ contact local law enforcement as necessary.

Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. - (Government Code 54953.5, 54953.6)

Adopted: 10-19-77

Amended: 3-2-83, 11-6-84, 11-13-90, 3-12-02, 9-17-02, 3-15-11, 2-21-2017, 3-17-20, 2-28-23

Policy Reference:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

CCP. 527.8

Ed. Code 32210

Ed. Code 35010

Ed. Code 35145.5

Ed. Code 35163

Ed. Code 35164

Ed. Code 35165

Ed. Code 5095

Elec. Code 18430

Gov. Code 54953.3

Gov. Code 54953.5

Gov. Code 54953.6

Gov. Code 54954.2

Gov. Code 54954.3

Gov. Code 54957

Gov. Code 54957.9

Gov. Code 54957.95

Pen. Code 403

Management Resources

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Publication

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

CSBA Publication

Description

[Workplace violence safety](#)

Willful disturbance of public school or meeting

Control of district; prescription and enforcement of rules

Agenda; public participation and regulations

Official actions, minutes and journal

Actions by majority vote

Effect of vacancies upon majority and unanimous votes by seven member board

Powers of remaining board members and new appointees

Prevention or hinderance of electors assembling in public meeting

Meetings to be open and public; remote attendance

Audio or video recording of proceedings

Broadcasting of proceedings

Agenda posting requirements; board actions

Opportunity for public to address legislative body

Closed session personnel matters

Disorderly conduct of general public during meeting; clearing of room

Opening meetings; orderly conduct

Disruption of assembly or meeting

Description

55 Ops.Cal.Atty.Gen. 26 (1972)

61 Ops.Cal.Atty.Gen. 243, 253 (1978)

63 Ops.Cal.Atty.Gen. 215 (1980)

66 Ops.Cal.Atty.Gen. 336 (1983)

76 Ops.Cal.Atty.Gen. 281 (1993)

90 Ops.Cal.Atty.Gen. 47 (2007)

59 Ops.Cal.Atty.Gen. 532 (1976)

The Brown Act: Open Meetings for Legislative Bodies, rev. 2003

Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719

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

McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275

Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966

Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194

The Brown Act: School Boards and Open Meeting Laws, rev. 2019

CSBA Publication
Website

Call to Order: A Blueprint for Great Board Meetings, 2018
[CSBA District and County Office of Education Legal
Services](#)
[California Attorney General's Office](#)
[CSBA](#)

Website
Website

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 28, 2023

SUBJECT: 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 January 31st of the 2022-23 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,

Jeff Davis, Ed.D.
Superintendent

2022-23 1st Interim Budget as of

1/31/2023

Cashflow Report

2022-23 1st Interim Budget as of 1/31/2023

Base Year 2022-23; Actuals Through the Month of January

Oak Park Unified 56-73874-0000000

01 3

Fund 01

	Object Range	Budget/Beg. Balance	2022 July	August	September	October	November	December	2023 January	February
A. BEGINNING CASH		6,945,986	6,945,986	7,809,164	4,545,640	5,565,286	3,545,361	3,416,148	13,816,543	11,335,072
B. RECEIPTS										
LCFF Sources										
Principal Apportionment	8010-8019	32,836,040	1,082,220	1,082,220	4,949,597	1,947,997	1,947,997	4,949,596	1,947,997	1,947,997
Property Taxes	8020-8079	13,258,402	89,653	235	36,380	—	514,728	7,208,016	214,152	—
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	—	—	—	—	—	—	—
Federal Revenue	8100-8299	1,523,051	4,540	21	274,669	(139,327)	528,572	(162,568)	(297,009)	—
Other State Revenue	8300-8599	6,587,602	70,322	246,218	602,897	(146,723)	898,937	1,445,554	397,232	46,675
Other Local Revenue	8600-8799	5,954,131	371,209	277,633	670,446	716,711	488,535	423,579	386,437	482,938
Interfund Transfers in	8910-8929	0	—	—	—	—	—	—	—	—
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
TOTAL RECEIPTS		60,159,226	1,617,944	1,606,327	6,533,989	2,378,658	4,378,769	13,864,176	2,648,809	2,477,610
C. DISBURSEMENTS										
Certificated Salaries	1000-1999	25,299,810	207,725	2,511,593	2,414,016	2,392,964	2,424,338	2,403,626	2,402,869	2,478,923
Classified Salaries	2000-2999	8,639,895	255,214	726,209	780,238	735,409	759,357	730,541	715,774	801,486
Employee Benefits	3000-3999	12,677,658	133,082	1,187,959	1,202,943	1,194,621	1,200,640	1,187,627	1,184,849	1,248,137
Books and Supplies	4000-4999	2,779,733	127,897	615,477	548,612	61,547	98,699	19,484	82,709	211,845
Services	5000-5999	5,786,158	127,887	803,884	447,310	540,915	410,319	461,888	876,095	448,582
Capital Outlay	6000-6999	37,194	12,194	—	—	25,000	—	—	—	—
Other Outgo	7000-7499	477,940	2,011	16,529	3,620	9,143	18,138	3,620	3,620	18,138
Interfund Transfers Out	7600-7629	0	—	—	—	—	—	—	—	—
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
TOTAL DISBURSEMENTS		55,698,388	866,010	5,861,650	5,396,739	4,959,599	4,911,490	4,806,785	5,265,916	5,207,111
E. NET INCREASE/DECREASE (B - C + D)		2,675,261	863,178	(3,263,524)	1,019,646	(2,019,925)	(129,213)	10,400,395	(2,481,472)	(3,030,423)
F. ENDING CASH (A + E)			7,809,164	4,545,640	5,565,286	3,545,361	3,416,148	13,816,543	11,335,072	8,304,649
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Oak Park Unified
56-73874-0000000

Cashflow Report

2022-23 1st Interim Budget as of 1/31/2023

Base Year 2022-23; Actuals Through the Month of January

Fund 01

	Object Range	Budget/Beg. Balance	2023 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
A. BEGINNING CASH		6,945,986	8,304,649	8,993,187	7,038,740	4,736,079	—	—	—	—
B. RECEIPTS										
LCFF Sources										
Principal Apportionment	8010-8019	32,836,040	4,730,641	1,822,377	1,822,377	4,605,024	—	—	32,836,040	—
Property Taxes	8020-8079	13,258,402	—	5,195,238	—	—	—	—	13,258,402	—
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	—	—	—	—	—	—	—
Federal Revenue	8100-8299	1,523,051	178,031	—	—	166,982	969,141	—	1,523,051	—
Other State Revenue	8300-8599	6,587,602	210,263	699,569	1,435,517	309,644	374,663	—	6,590,768	(3,166)
Other Local Revenue	8600-8799	5,954,131	487,336	482,938	482,938	487,336	—	—	5,758,034	196,097
Interfund Transfers in	8910-8929	0	—	—	—	—	—	—	—	—
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
TOTAL RECEIPTS		60,159,226	5,606,270	8,200,122	3,740,832	5,568,985	1,343,804	—	59,966,295	192,931
C. DISBURSEMENTS										
Certificated Salaries	1000-1999	25,299,810	2,478,923	2,478,923	2,478,923	475,635	—	—	25,148,458	151,352
Classified Salaries	2000-2999	8,639,895	801,486	801,486	801,486	574,553	—	—	8,483,238	156,657
Employee Benefits	3000-3999	12,677,658	1,248,137	1,248,137	1,248,137	269,592	—	—	12,553,860	123,798
Books and Supplies	4000-4999	2,779,733	211,845	211,845	211,845	56,429	—	—	2,458,235	321,498
Services	5000-5999	5,786,158	448,582	448,582	448,582	764,351	—	—	6,226,976	(440,818)
Capital Outlay	6000-6999	37,194	—	—	—	—	—	—	37,194	(0)
Other Outgo	7000-7499	477,940	3,620	152,590	72,147	174,765	—	—	477,940	—
Interfund Transfers Out	7600-7629	0	—	—	—	—	—	—	—	—
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
TOTAL DISBURSEMENTS		55,698,388	5,192,593	5,341,563	5,261,121	2,315,325	—	—	55,385,902	312,486
E. NET INCREASE/DECREASE (B - C + D)		2,675,261	688,539	(1,954,447)	(2,302,661)	4,199,806	68,868	—	2,058,767	
F. ENDING CASH (A + E)			8,993,187	7,038,740	4,736,079	8,935,885	—	—	—	
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS									9,004,753	

Oak Park Unified
56-73874-0000000

Cashflow Report
2022-23 1st Interim Budget as of 1/31/2023
Base Year 2022-23; Actuals Through the Month of January

Fund 01

	Object Range	Budget/Beg. Balance	2022 July	August	September	October	November	December	2023 January	February
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not in Treasury	9111-9199	2,000	—	—	—	—	—	—	—	—
Accounts Receivable	9200-9299	3,280,157	346,086	148,801	290,879	431,491	2,123	527,389	366,104	—
Due From Other Funds	9310	68,434	(10,000)	—	—	7,448	—	—	—	—
Stores	9320	0	—	—	—	—	—	—	—	—
Prepaid Expenditures	9330	188,598	—	—	(33,600)	82,480	17,375	—	(2,500)	—
Other Current Assets	9340	0	—	—	—	—	—	—	—	—
Deferred Outflows of Resources	9490	0	—	—	—	—	—	—	—	—
SUBTOTAL		3,539,189	336,086	148,801	257,279	521,419	19,498	527,389	363,604	—
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599	4,912,631	4,814,843	(842,998)	223,198	(39,598)	(384,011)	(814,015)	227,969	300,922
Due To Other Funds	9610	38,198	—	—	—	—	—	—	—	—
Current Loans	9640	0	(4,590,000)	—	—	—	—	—	—	—
Unearned Revenues	9650	373,938	—	—	151,686	—	—	(1,600)	—	—
Deferred Inflows of Resources	9690	0	—	—	—	—	—	—	—	—
SUBTOTAL		5,324,766	224,843	(842,998)	374,884	(39,598)	(384,011)	(815,615)	227,969	300,922
Nonoperating										
Suspense Clearing	9910	0	—	—	—	—	—	—	—	—
TOTAL BALANCE SHEET ITEMS		(1,785,577)	111,243	991,799	(117,605)	561,017	403,508	1,343,004	135,635	(300,922)
E. NET INCREASE/DECREASE (B - C + D)										
		2,675,261	863,178	(3,263,524)	1,019,646	(2,019,925)	(129,213)	10,400,395	(2,481,472)	(3,030,423)
F. ENDING CASH (A + E)										
			7,809,164	4,545,640	5,565,286	3,545,361	3,416,148	13,816,543	11,335,072	8,304,649
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Oak Park Unified
56-73874-0000000

Cashflow Report
2022-23 1st Interim Budget as of 1/31/2023
 Base Year 2022-23; Actuals Through the Month of January

Fund 01

	Object Range	Budget/Beg. Balance	2023 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not in Treasury	9111-9199	2,000	—	—	—	—	—	—	—	
Accounts Receivable	9200-9299	3,280,157	—	—	—	—	(1,274,936)	—	837,937	
Due From Other Funds	9310	68,434	—	—	—	70,987	—	—	68,434	
Stores	9320	0	—	—	—	—	—	—	—	
Prepaid Expenditures	9330	188,598	—	—	—	122,343	—	—	186,098	
Other Current Assets	9340	0	—	—	—	—	—	—	—	
Deferred Outflows of Resources	9490	0	—	—	—	—	—	—	—	
SUBTOTAL		3,539,189	—	—	—	193,330	(1,274,936)	—	1,092,470	
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599	4,912,631	(274,862)	223,005	782,373	(1,013,266)	—	—	3,203,559	
Due To Other Funds	9610	38,198	—	—	—	38,198	—	—	38,198	
Current Loans	9640	0	—	4,590,000	—	—	—	—	—	
Unearned Revenues	9650	373,938	—	—	—	222,252	—	—	372,338	
Deferred Inflows of Resources	9690	0	—	—	—	—	—	—	—	
SUBTOTAL		5,324,766	(274,862)	4,813,005	782,373	(752,817)	—	—	3,614,095	
Nonoperating										
Suspense Clearing	9910	0	—	—	—	—	—	—	—	
TOTAL BALANCE SHEET ITEMS		(1,785,577)	274,862	(4,813,005)	(782,373)	946,146	(1,274,936)	—	(2,521,625)	
E. NET INCREASE/DECREASE (B - C + D)										
		2,675,261	688,539	(1,954,447)	(2,302,661)	4,199,806	68,868	—	2,058,767	
F. ENDING CASH (A + E)										
			8,993,187	7,038,740	4,736,079	8,935,885	—	—	—	
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										
									9,004,753	

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 28, 2023

SUBJECT: MONTHLY MEASURE S BOND PROJECT STATUS REPORT

INFORMATION

ISSUE: Shall the Board receive and review a status report on the progress of authorized Measure S bond projects through February 10, 2023?

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,

Jeff Davis, Ed.D.
Superintendent



Consolidated Budget Status Report

Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures

School/Project Name	Budget	Expenditures	
	Total Budget	Total Expenditures	Remaining Against Committed
Measure S Management			-
Measure S General Architecture Planning Services	155,160	155,160	-
Measure S District Salaries (3) (4)	1,281,190	1,287,002	237,128
17-58S General Planning & Architectural Services (1) (3) (4)	120,221	101,952	17,448
Measure S Program Direct Software, Equipment & Su (1) (4)	251,050	242,508	652
Measure S General CM Services-Balfour Beatty	474,563	441,693	-
	2,282,184	2,228,315	255,228
Brookside Elementary School			-
17-32S Security Fencing	58,490	58,490	-
17-42S Modernization Campus Wide	10,000	10,000	-
17-47S Administration Building DSA Cert. (1) (3) (4)	1,390,256	1,285,364	-
18-11S Design HVAC System Upgrade, BLDG 200 & 300	3,400	3,400	-
18-18S Classroom Replacement(4) Phase 1 (1) (2) (3) (4)	3,653,750	330,492	-
19-28S Extend Shared Wall Room 216	11,200	11,200	-
19-30S Extend Height of Playground Fence	25,034	25,034	-
20-17S Remove and Replace Foundation on Portable C (1)	47,783	46,099	-
20-16S Innovation Lab BES (1)	67,859	67,859	-
	5,267,771	1,837,937	-
District Office			-
19-17S District Office Emergency Generator (1) (3) (4)	245,011	54,362	144,709
19-21S Upper Field Chain Link Fencing and Gates	12,416	12,416	-
	257,427	66,778	144,709
District Wide			-
17-49S Security Badge System Upgrade	9,586	9,586	-
17-01S Solar Project (2)	7,120,121	7,123,344	-
17-33S Ext. Campus Surveillance Cameras @ 6 Si	374,597	374,597	-
17-39S Landscape Improvements	19,000	19,000	-
18-22S Security Upgrades - PA System	14,669	14,669	-
18-26S Collaborative Furniture	184,588	184,588	-
18-38S Extended Care Facility Furniture & Equipmen	12,319	12,319	-
18-33S Solar Installation Maintenance Contract (1) (3)	256,055	234,801	11,982
19-08S DW Arch Svcs for DSA Certific (1) (2) (3)	34,203	34,203	-
19-10S Collaborative Furniture	200,000	195,708	335
19-22S King James Court Debris Clearance	15,700	15,700	-
19-31S Security Raptor Software Districtwide	45,367	45,367	-
20-04S Collaborative Furniture	102,774	68,620	33,033
20-10S Exterior Repairs to Portables at BES/MCMS	61,034	61,034	-
20-21S Outdoor Furniture Purchases DW	105,808	102,733	-
20-23S HVAC Upgrades Districtwide (1)	366,354	222,416	132,889
22-05S Upgrade Kitchen Equip & Drains DW (1)	395,168	320,681	119,199
22-07S Repair Exterior Modular Classrooms DW (1)	95,246	95,246	-
22-08S LED Lighting Upgrade DW (2)	221,741	221,741	-
22-03S DSA Certification Portables DW (1) (3)	21,555	2,456	19,000
	9,655,886	9,358,809	316,438
Medea Creek Middle School			-
17-23S Roof Replacement	60,316	60,316	-
17-24S HVAC Replacement	331,787	331,787	-
17-36S Modernization Campus Wide	10,000	10,000	-
17-35S Kitchen Improvements (2) (3)	1,506,394	1,588,890	1,928
18-03S Security Fencing Parking Lot	42,630	42,630	-
18-07S Sidewalk and Handrail Installation, Buildin	26,937	26,937	-



Consolidated Budget Status Report

Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures

School/Project Name	Budget	Expenditures	
	Total Budget	Total Expenditures	Remaining Against Committed
18-21S Classroom Replacement (1) (2) (3)	5,483,710	5,009,649	210,344
18-25S MPR High Roof Replacement	160,135	165,457	-
18-36S Library Wall Removal	3,500	3,500	-
18-39S Counseling Office Improvements & Additions	32,109	35,459	-
18-40S Safety/Security Gates	89,827	89,827	-
18-45S ORCA Food Waste Recycling Pilot Program	61,844	45,633	19,307
18-48S EV Charging Station	17,794	17,794	-
19-05S Trellis Removal at MCMS	75,609	75,609	-
19-15S Shade Sails at MCMS	60,845	60,845	-
20-12S Renovate Lobby MCMS (1) (4)	20,707	20,707	-
21-02S Entry Way Sign at Medea Creek Middle School	14,900	14,900	-
	7,999,044	7,599,941	231,578
Oak Hills Elementary School			-
17-25S HVAC Replacement	139,837	133,652	-
17-38S Modernization Campus Wide	15,000	15,000	-
17-32S Security Fencing	48,845	48,845	-
19-09S/18-19S Add Modular Classrooms (1) (2)	468,217	215,220	-
19-02S Area Drain Improvements Rooms 8-11	12,400	12,400	-
19-12F OHES Running Track	29,555	29,555	-
19-13S OHES Fencing @ Park (3)	135,042	120,517	174
19-20S Kindergarten Flooring Classrooms	19,223	19,223	-
19-29S Extend Wall Between Conf/Copy Room	11,732	11,732	-
20-03S Innovation Lab OHES (1)	66,881	66,881	-
22-06S Upgrade Eating Area OHES (1)	116,029	116,029	-
22-09S Security Fence Front OHES (1)	108,097	108,097	-
	1,170,857	897,150	174
Oak Park High School			-
17-34S Security Lighting at Cul De Sac	283,134	283,134	-
17-28S Roof Replacement	54,705	54,705	-
17-27S HVAC Replacement	97,230	97,230	-
17-32S Security Fencing (Ornamental @ Stadium)	198,834	139,864	-
17-57S Safety Lighting	24,891	-	-
18-01S Football Field Fencing	56,370	56,370	-
18-02S Fencing Girls Varsity Softball Field	42,885	42,855	-
18-24S Safety Security Fencing @ Library & Gates	52,800	62,010	-
18-23S OPHS Stadium Safety Rail Repair	23,450	23,450	-
18-46S OPHS Stairs & Sidewalk-Athletic Facilities	122,083	122,083	-
19-19S Art Court Phase II (1) (4)	255,716	254,096	1,592
19-23S Tennis Court Resurfacing	44,084	44,084	-
19-27S Repair Wood Columns @OPHS	19,655	19,655	-
20-05S Basketball Courts Resurfacing OPHS	20,052	20,052	-
20-22S Economizers OPHS F Bldg. HVAC's (1) (4)	25,756	25,756	-
21-01S Turf Replacement and Upgrades OPHS (4)	1,118,397	1,163,155	-
22-01S Sound System Upgrades @OPHS (1) (3)	19,979	19,979	-
22-10S Relocate Softball Perimeter Fencing @OPHS (1)	22,818	22,818	-
22-11S Wellness Center (1)	65,782	64,069	1,713
	2,548,621	2,515,364	3,305
Oak View High School			-
19-26S Reno Bldg Ext at OVHS	175,000	167,808	(880)
22-18S School Marquee OVHS (3)	25,479	25,479	-
	200,479	193,287	(880)



Consolidated Budget Status Report

Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures

School/Project Name	Budget	Expenditures	
	Total Budget	Total Expenditures	Remaining Against Committed
Red Oak Elementary School			-
17-37S Modernization Campus Wide	10,000	10,000	-
17-32S Security Fencing	3,860	3,860	-
18-20S Modular Classroom Replacement (1) (3)	6,753,009	503,094	-
19-01S MPR Structural Repairs	34,408	34,408	-
19-14S ROES Phase 1 Safety/Security Fencing	130,400	130,400	-
19-16S ROES Phase 2 Safety/Security Fencing	75,873	69,615	-
20-11S Restroom Upgrades at ROES (2) (3)	90,639	90,639	-
20-13S Paint Admin Interior	17,601	18,265	-
20-14S Flooring for Admin + 7 Classrooms	49,125	49,125	-
20-15S Innovation Lab at ROES (1)	58,922	56,723	2,198
20-18S Renovate Exteriors of Buildings B & C @ROES (1) (3)	2,660,902	2,582,439	19,748
22-12S Shades Sails @ROES	163,555	159,845	-
	10,048,293	3,708,414	21,946
TECH			-
17-50S Next Gen CR/Flat Panel SMRT Display Pilot	36,532	48,120	-
18-12S Network File Server Refresh	125,000	124,500	-
18-13S Purchase Staff Computers & Spare Device	55,000	37,272	-
18-14S Chromebook 1-to-1 Take Home Pilot 6 Grade	341,257	210,136	7,978
18-35S BES Chromebooks for Gr5	17,206	17,206	-
18-30S MCMS Library Computer Lab Refresh	47,000	37,106	-
18-31F 3-D Printers	31,500	26,882	-
18-28S DW Chromebook Refresh	250,000	209,943	-
18-29S Flat Panel Displays @ MCMS & OPHS	36,100	31,124	-
18-42S MCMS Computer on Wheels Laptops for Art Cla	18,981	18,981	-
18-43S DW Virtual Reality Pilot Program	6,000	5,148	-
18-44S I-Pad Refresh of K-2 Totes	325,000	302,138	-
18-49F iMacs for Tech Lab MCMS	10,000	8,052	11,948
19-03S Replace Smartboard Projectors	24,000	21,081	1,367
19-04S District Refresh & Spare Computer Equipment	50,000	53,415	-
19-06S Promethean Smart Board Replacement at OHES	81,229	81,229	-
19-07F Chromebook 1:1 Take Home Prgrm Grds 5-12 (1) (3)	854,877	732,904	93,263
19-11S Ipad Air Refresh Part 2	251,335	251,335	-
19-24S Additional Security Cameras DW Phase 4	38,029	38,029	-
20-01S Next Generation MacBook Pro Pilot Program (1)	20,451	8,576	11,875
20-02S Interactive Flat Panel Displays for Element	15,000	-	-
20-08S Apple iPad Air Refresh (1)	34,544	34,544	-
20-09S District Network Firewall Refresh (1)	285,524	285,524	-
20-19S Staff Laptop Refresh (1)	227,790	217,311	10,479
20-20S Chromebook 1:1 Program (1)	361,738	361,738	-
20-24S Oak Park High School Engineering Workstatio (1)	69,534	69,534	-
20-25S Apple iPad Air Refresh Wave 3 (1)	33,030	33,030	-
20-26S MCMS Computer Lab Refresh (3)	95,000	79,214	15,786
21-03S Core Network Switch Replacement & Service C (1) (3)	74,146	67,938	6,209
21-05S Smartboard Replacement DW	250,401	214,156	36,245
21-04S Network Access Appliance (3)	23,000	-	23,000
22-04S Smartboard Replacement DW (1)	144,621	144,643	-
22-02S Office Computer Refresh (1) (3)	100,000	16,013	8
	4,333,825	3,786,821	218,157
Totals	43,764,386	32,192,816	1,190,655

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 28, 2023

SUBJECT: MONTHLY GENERAL FUND BUDGET REPORT

INFORMATION

ISSUE: Shall the Board receive and review a status report on District's General Fund operating budget through January 31st of the 2022-23 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,

Jeff Davis, Ed.D.
Superintendent

Fiscal13a

Financial Statement

Fund 01		Fiscal Year 2022/23 Through January 2023				
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rec'd
REVENUE DETAIL						
LCFF Revenue Sources						
8011-8019	LCFF State Aid	31,706,192.00	32,836,040.00	17,907,624.00	14,928,416.00	54.54%
8020-8079	Property Taxes	12,705,452.00	13,258,402.00	8,063,164.23	5,195,237.77	60.82%
Total LCFF Revenue Sources		44,411,644.00	46,094,442.00	25,970,788.23	20,123,653.77	56.34%
Federal Revenues						
8100-8299	Federal Revenues	1,376,153.00	1,523,051.00	208,898.00	1,314,153.00	13.72%
Other State Revenues						
8300-8599	Other State Revenues	1,529,760.00	6,587,602.00	3,514,436.75	3,073,165.25	53.35%
Other Local Revenue						
8600-8799	Other Local Revenues	4,467,442.00	5,954,131.00	3,334,548.54	2,619,582.46	56.00%
Total Year To Date Revenues		51,784,999.00	60,159,226.00	33,028,671.52	27,130,554.48	54.90%

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
EXPENDITURE DETAIL							
Certificated Salaries							
1100-1199	Certificated Teacher Salaries	19,630,834.00	19,859,187.00	.00	11,661,941.66	8,197,245.34	58.72%
1160	Certificated Salaries Stipends	451,887.00	561,422.00	.00	198,328.67	363,093.33	35.33%
1200	Certificated Pupil Support Salaries	2,098,401.00	2,314,527.00	.00	1,376,415.98	938,111.02	59.47%
1260	Counselor Stipend	1,840.00	2,150.00	.00	1,075.00	1,075.00	50.00%
1300	Certificated Supervisors' & Administrators' Salaries	2,416,841.00	2,558,000.00	.00	1,519,368.12	1,038,631.88	59.40%
Total Certificated Salaries		24,599,803.00	25,295,286.00	.00	14,757,129.43	10,538,156.57	58.34%
Classified Salaries							
2100	Classified Instructional Salaries	3,073,252.00	3,166,961.00	.00	1,648,940.33	1,518,020.67	52.07%
2200	Classified Support Salaries	2,049,791.00	2,005,402.00	.00	1,123,106.52	882,295.48	56.00%
2300	Classified Supervisors' & Administrators' Salaries	389,024.00	391,616.00	.00	226,930.90	164,685.10	57.95%
2400	Clerical, Technical, & Office Staff Salaries	2,151,449.00	2,203,859.00	.00	1,226,912.94	976,946.06	55.67%
2900	Other Classified Salaries	834,920.00	872,057.00	.00	476,851.22	395,205.78	54.68%
Total Classified Salaries		8,498,436.00	8,639,895.00	.00	4,702,741.91	3,937,153.09	54.43%
Employee Benefits							
3100	State Teachers' Retirement System	4,639,401.00	4,751,944.00	.00	2,727,909.35	2,024,034.65	57.41%
3200	Public Employees' Retirement System	1,675,393.00	1,579,799.00	.00	853,609.71	726,189.29	54.03%
3400	Health & Welfare Benefits	5,126,164.00	4,761,768.00	.00	2,814,093.86	1,947,674.14	59.10%
3300-3900	All Other Statutory Costs	1,583,248.00	1,583,005.00	.00	896,108.14	686,896.86	56.61%
Total Employee Benefits		13,024,206.00	12,676,516.00	.00	7,291,721.06	5,384,794.94	57.52%
Books and Supplies							
4100	Approved Textbooks and Core Curricula Materials	323,778.00	892,729.00	16,641.13	687,667.49	188,420.38	77.03%
4200	Other Books and Reference Material	.00	16,106.00	3,997.74	11,052.65	1,055.61	68.62%
4300	Materials & Supplies	978,227.00	1,172,781.00	339,443.63	404,169.20	429,168.17	34.46%
4400	Noncapitalized Equipment	747,698.00	707,862.00	15,595.24	451,535.10	240,731.66	63.79%
Total Books and Supplies		2,049,703.00	2,789,478.00	375,677.74	1,554,424.44	859,375.82	55.72%
Services and Other Operating Expenditures							
5200	Travel and Conference	105,985.00	137,156.00	13,890.00	73,622.12	49,643.88	53.68%
5300	Dues and Memberships	47,780.00	48,013.00	.00	34,665.68	13,347.32	72.20%
5400	Insurance	722,566.00	722,566.00	.00	835,593.00	113,027.00-	115.64%

5500	Operations & Housekeeping Services	807,357.00	882,674.00	164,153.89	676,576.11	41,944.00	76.65%
5600	Rentals, Leases, Repairs, & Noncapitalized Improvements	471,250.00	650,995.00	214,608.02	362,085.17	74,301.81	55.62%
5700	Transfers of Direct Costs	.00	.00	.00	.00	.00	0.00%
5800	Professional/Consulting Services & Operating Expenditures	2,118,506.00	2,990,354.00	1,184,331.12	1,584,823.86	221,199.02	53.00%
5899	Legal Fees	293,160.00	293,160.00	136,902.82	91,333.53	64,923.65	31.15%
5900	Telephone and Communications	56,483.00	57,161.00	13,430.96	9,597.40	34,132.64	16.79%
Total Services and Other Operating Expenditures		4,623,087.00	5,782,079.00	1,727,316.81	3,668,296.87	386,465.32	63.44%
Capital Outlay							
6000	Capital Outlay	.00	37,194.00	.00	37,194.33	.33-	100.00%
Tuition							
7100	Tuition	387,368.00	466,644.00	334,665.00	27,645.00	104,334.00	5.92%
Transfers of Indirect/direct Support costs							
7350	Direct Support/Indirect Costs	194,713.00-	46,775.00-	.00	.00	46,775.00-	0.00%
Debt Service							
7438	Debt Service - Interest	6,643.00	4,422.00	2,210.84	2,210.84	.32	50.00%
7439	Debt Service - Principal	51,428.00	53,649.00	26,824.80	26,824.80	.60-	50.00%
Total Debt Service		58,071.00	58,071.00	29,035.64	29,035.64	.28-	50.00%
Total Year To Date Expenditures		53,045,961.00	55,698,388.00	2,466,695.19	32,068,188.68	21,163,504.13	57.57%

Object	Description	Adopted	Budget	Revised	Budget	Encumbrance	Actual	Balance	% Used
OTHER FINANCING SOURCES									
Other Financing Sources									
8919	Other Authorized Interfund Transfer In	.00	.00	.00	.00	.00	.00	.00	0.00%
Total Other Financing Sources		.00	.00	.00	.00	.00	.00	.00	0.00%
Total Year To Date Other Financing Sources		.00	.00	.00	.00	.00	.00	.00	0.00%

Object	Description	Adopted	Budget	Revised	Budget	Encumbrance	Actual	Balance	% Used
OTHER FINANCING USES									
Interfund Transfers Out									
7611	From General to Child Development Fund	.00	.00	.00	.00	.00	.00	.00	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	.00	.00	.00	.00	.00	.00	.00	0.00%
Total Interfund Transfers Out		.00	.00	.00	.00	.00	.00	.00	0.00%
Total Year To Date Other Financing Uses		.00	.00	.00	.00	.00	.00	.00	0.00%

Object	Description	Budget		Actuals To Date			
		Adopted	Revised	Encumbrance	Actual	Budget Balance	% of Budget
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
	A. Revenues	51,784,999.00	60,159,226.00		33,028,671.52	27,130,554.48	54.90%
	B. Expenditures	53,045,961.00	55,698,388.00	2,466,695.19	32,068,188.68	21,163,504.13	57.57%
	C. Subtotal (Revenues LESS Expense)	1,260,962.00-	4,460,838.00		960,482.84	5,967,050.35	
	D. Other Financing Sources & Uses						
	Source	.00	.00		.00	.00	0.00%
	LESS Uses	.00	.00		.00	.00	0.00%
	E. Net Change in Fund Balance	1,260,962.00-	4,460,838.00		960,482.84	5,967,050.35	
	F. Fund Balance						
	Beginning Balance (9791)	4,634,672.00	5,160,410.00		5,160,409.11		
	Audit Adjustments (9793)	.00	.00		.00		
	Audit Adjustments (9793)	.00	.00		.00		
	Adjusted Beginning Balance	4,634,672.00	5,160,410.00		5,160,409.11		
	G. Calculated Ending Balance	3,373,710.00	9,621,248.00		6,120,891.95		
	*Components of Ending Fund Balance						
	Legally Restricted (9740)						
	Other Designations (9780)						
	Undesig/Unapprop (9790)	3,373,710.00	9,621,248.00				
	Other				2,466,695.19		