



**OAK PARK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
AGENDA #1076
NOTICE OF SPECIAL BOARD MEETING**

Written notice is hereby given in accordance with Education Code Section 35144 that a special Board Meeting of the Board of Education of Oak Park Unified School District will be held:

DATE: Wednesday, February 8, 2023

**TIME: 5:30 p.m. Closed Session
 6:15 p.m. Open Session**

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

The Board meeting room is open to the Public for the Board Open Session. This OPUSD School Board Meeting is a meeting held in public, but it is not a public meeting. The Board encourages public comments and participation. Members of the public and the media are free to watch the board work, but please note the board will not be engaging in a discussion with members of the public. Since this is a special Board Meeting, the public comments are limited to items on this agenda.

Call to Order _____

Roll Call

Public Comments – Speakers on Closed Session Agenda items

Recess to Closed Session for Discussion on the Following Items:

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

Reconvene Open Session

Roll Call

Flag Salute

Report from Closed Session

Adoption of Agenda

Public Comments – Speakers on Agenda items

OPEN SESSION

B. DISCUSSION/INFORMATION

- 1. [Discuss Universal Transitional Kindergarten](#)**

Staff will provide information related to TK enrollment projections, facilities, and curriculum

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

Board Policy 3312 requires Board ratification of a contract

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

Board Policy 3312 requires Board ratification of a contract

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

PUBLIC COMMENTS

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. 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)

The President of the Board will inquire if there are any public comments with respect to any item appearing on the special meeting agenda. Individual speakers will be allowed three minutes to address the Board on each agenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard.

Your comments are greatly appreciated. Members of the public and the media are free to watch the board work, but please note the board will not be engaging in a discussion with members of the public. Since this is a special Board Meeting, the public comments are limited to items on this agenda. Thank you for your cooperation and compliance with these guidelines.

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

Adjournment

Date: February 7, 2023

Jeff Davis, Ed.D.

Superintendent and Secretary to the Board of Education

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 8, 2023
SUBJECT: B.2. RATIFY FACILITY USE AGREEMENT WITH CALIFORNIA LUTHERAN UNIVERSITY FOR USE OF POOL

RATIFICATION

ISSUE: Shall the Board ratify agreement with the California Lutheran University for use of their swimming pool by the Oak Park High School’s aquatics program?

BACKGROUND: In the 2021-22 schoolyear, Oak Park High School establish its first Swim Team. As part of this endeavor, District staff engage in joint use agreement with the YMCA for use of their pool. In an effort to expand the aquatics program to allow for a more students to participate on the swim team and to be able to create a water polo team in the 2023-24 schoolyear, District Staff pursued a joint use agreement with California Lutheran University (CLU) for use of their pool, as it allows use for additional lanes for the swim team and the depth to accommodate water polo.

Given the timing of when the terms of the agreement were finalized and planned “tryouts” for the team, District staff executed the agreement prior to bringing it before the Board for approval. As such, District staff is asking that the contract be *ratified*.

This agreement has been reviewed by the Ventura County Schools Self-Funding Authority (District Insurance Provider) and the District Council (F3).

FISCAL IMPACT: The expected cost of this agreement based on planned use is \$20,000, to be funded by the General Fund and Facility Use Funds.

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 2.A. – Increase enrollment and retain community-based families.

ALTERNATIVES:

1. Ratify agreement with CLU
2. Do not ratify agreement

RECOMMENDATION: Alternative No. 1

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

Respectfully submitted:

Jeff Davis, Ed.D.
Superintendent

BOARD OF EDUCATION MEETING, JANUARY 24, 2023

Ratify Agreement with CLU for use of Pool for the OPHS Aquatics Program

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.	_____	_____	_____	_____

CALIFORNIA LUTHERAN UNIVERSITY Samuelson Aquatics Center Utilization Agreement

California Lutheran University ("University") hereby agrees to provide use of The Samuelson Aquatics Center to Oak Park Unified School District (hereinafter referred to as "Tenant") on (See attached) Whereas California Lutheran University owns and operates the Samuelson Aquatics Center and Tenant desires to rent the same for the term of the lease, upon the following terms and conditions.

1. Purpose

1.1 Tenant is employing the University's facilities for practice times and CLU approved aquatic events and no other use/event (hereinafter referred to, as "activity") shall be permitted.

1.2 The Purpose of this activity is: For practice times, CLU approved aquatic events, and CLU approved training camps.

2. Facilities

2.1 Classroom and Other Facilities

The University agrees to provide the use of the following facilities during the term of the tenancy: January 3rd, 2023, through May 12th, 2023

- a. Samuelson Aquatics Center Pool and Bathrooms and GSFC Aquatics Locker rooms.
- b. _
- c. _
- d. _

2.2

University Materials and Personnel

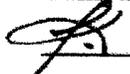
It is agreed that Tenant shall be charged for all materials and University personnel when they assist Tenant in maintenance, physical plan operations or security (overtime is after eight [8] hours and on Saturdays and Sundays). The fees are as follows:

Rental of Samuelson Aquatic Center (SAC): SC – \$15.00 per hour / per lane	January 3 rd through May 12 th , 2023 Monday 6:30pm-8:00pm (6 SC Lanes) Tuesday 7:00pm-8:30pm (6 SC Lanes) Wednesday 6:30pm-8:00pm (6 SC Lanes) Thursday 7:00pm-8:30pm (6 SC Lanes) \$15 per hour x 6 lanes = \$135.00/per day x 4 days = \$540.00/per week x 19 weeks = <u>\$10,260.00</u> TOTAL = <u>\$10,260.00</u>
Housekeeping	\$30.00 per day x 76 days = <u>\$2,280.00</u>
SAC Aquatic Event Rental	\$ NA
CLU Lifeguard Fees	\$23.00 per hour x 114 hours = <u>\$2,622.00</u>
Other: Optional Administrator set up or on site Support.	\$ NA

2.3

Payment of Deposits

Tenant shall pay, to the university, on/or before May 5, 2023, in the amount of **\$15,162.00**. Pool changes and/or credits are refundable if, by **15 days prior to usage**, tenant provides the Manager of Athletic Facilities/Sports Events Operations & Director of Campus Services written notice that it will not operate an activity.

 (initial)

2.4

Security Deposit

Tenant is required to submit **\$0** with this signed contract as a security deposit against any damage that may be done to the University's facilities by the activities of Tenant, participants in Tenant's activities and others, cleaning of University's facilities and removal of Tenant's belongings, at the end of the tenancy, repair of facilities excluding ordinary wear and tear.

3.

Use, Terms and Occupancy

3.1

Term**Tenant must use University's facilities on the attached dates and with the following provisions**

- A. **Each rental group is responsible for configuring the pool for their own use.**
- B. First group in the pool: pulls off all tarps and puts in the lane lines. If the group is renting the pool during water polo seasons, the lane lines need to be removed from the pool and returned to the lane line reel. In adhering to Ventura County Code... When covering the pool with tarps is necessary, the last renter group of the day is responsible for covering the entire pool. First group in the morning when removing tarps must remove covers from the entire pool. Failure to comply may result in \$100 charge per occurrence.
 (initial)
- C. If a CLU aquatic team is in the next user group the renter is responsible for returning the pool to the CLU coach's specifications. If the next group in the water is a CLU water polo team, pull the lane lines onto the reels. It is not necessary to set up the water polo goals or course.
- D. Moving the bulkhead will be the responsibility of the California Lutheran University and Staff and will be performed at the end of spring to configure the pool for long course training and at the end of summer to configure the pool for CLU aquatics teams. Any special circumstance or requests from rental groups will be taken into consideration. Moving the bulkhead for renter group requests or special circumstance will be billed at the hourly rate for each CLU staff member utilized.

- E. **All rental groups must end their activity five minutes before their scheduled time to allow for the next group to configure the pool to their specifications.**
- F. Rental groups that are the last in the pool for the day are responsible for covering the pool, checking and closing the gates and reconfiguring the pool if the next user group is a CLU team.
- G. Rental groups need to provide their own equipment and approved on-deck storage containers that meet the approval of the aquatics staff. If access to CLU equipment is desired then the request will be made through the California Lutheran University Coaching Staff.
- H. SAC rental groups are limited to the use of the pool and the pool deck within the confines of the aquatic center fence. The visitor locker rooms located in the Gilbert Fitness Center will be accessible for all rental groups. If a rental group wishes to use other areas of the CLU campus a two-week prior approval from the Athletic Director will be required. The rental group may be directed to the Conferences and Events Office for scheduling and possible fees.
- I. All athletes must be supervised at all times by a certified coach while on the pool deck or in the pool. Athletes are not permitted in the pool area unless a representative coach is present.
 (initial).
- J. **All groups need to work together in a cooperative and cordial manner.**
- K. Tenant must conduct a walk through prior to initial pool usage with CLU Athletics Aquatics personnel for training on use of pool equipment and operation.

3.2

Use

The University's facilities shall be used by the Tenant only for the purpose of conducting the stated activities along with pursuits usual and incidental thereto. Tenant shall be responsible for the supervision and conduct of all members. It is understood that Tenant shall pay for all stolen or damaged property caused to the University's facilities by participants in any given activity.

4. Special Services

Upon the request of any authorized Tenant Representative, the University shall extend every reasonable cooperation to furnish Tenant with special services such as:

- a. Rentals of equipment from outside sources.
- b. Charges for supplies and equipment for the activity, invoiced to the University.
- c. University equipment and personnel required for special activities such as:
 1. Loading and unloading equipment.
 2. Long-distance phone calls.
 3. Special projects related to the event's operation
 4. Secretarial service.
- d. All the foregoing special services and any other service requested by Tenant to be performed and furnished by the University shall be paid for by the Tenant at cost plus fifteen percent (15%).

4.1 Health Care, Emergency Care/Emergency Response

Tenant agrees to assume the responsibility for providing health care and emergency care for all its members/volunteers/participants, including lifeguards (provided by University, paid for by the Tenant). Tenant further assumes all responsibility for making arrangements for emergency health response. No health services are being provided by California Lutheran University to the Tenant. The athletic training room is not available for rental to tenants, but may be used in case of an emergency. Tenant further agrees to provide signed medical releases for all minor children participants and copies of current documents as proof of lifeguard certification and/or Verified Red Cross coaches' safety training must be on file with the CLU Athletics office.

5. Payment of University Billings

All charges shall be paid in full, less the deposits made, upon presentation of the billing at the conclusion of each activity term. Miscellaneous charges for room damage, keys and additional services requested may not be available by the conclusion of each activity term, in which case a supplemental billing will be rendered. All payments must be made in full no later than thirty (30) days from the date of the invoice. After thirty (30) days, interest will be charged at fifteen percent (15%) per annum compounded monthly.

6. **Production Agreement**

Applicable to Tenants renting University facilities for movie/stage/commercial productions only.

- a. One (1) week is required between signing and starting date.
- b. A map of the production area will be provided. Any encroachment beyond this area will be billed at One Hundred Dollars (\$100) per hour.

7. **Campus Policies**

In adhering to Campus policies, no alcoholic beverages, illegal drugs or narcotics are permitted on Campus. Further, "No Smoking" in, on, or adjacent to **any CLU Facilities**. For the Samuelson Aquatics Center no glass may be brought into the fenced area. Failure to comply with these policies and any other University approved facility usage policies may result in the cancellation of this and other applications for future events.

7.1 **Rules/Disruptions/Activities**

Tenant's staff, participants and invitees are expected to comply with all applicable laws, statutes, ordinances, rules and regulations of all governmental entities and all the University's regulations applicable to students, staff, visitors and all others, including, but limited to:

1. The prohibition against consuming alcoholic beverages, or any other illicit drugs on campus.
2. Smoking is permitted only in designated outdoor areas.
3. Sidewalks, entrances, stairways, hallways or fire escapes should not be obstructed or used for any other purpose than those of ingress and egress to and from the facility rented.
4. No running is permitted in any facility/venue except the gym.
5. Minors must be supervised by the Tenant with the ratio of one (1) adult supervisor to every twenty (20) minors.
6. Food must be consumed in designated eating
7. The University reserves the right to dismiss persons from campus who seriously disrupt the operation of the University, cause significant damage or are offensive to students, faculty, administrators or others.

8. For the Samuelson Aquatics Center additional University policies and procedures will apply. An orientation walk through will be conducted with tenants to review these procedures prior to rental.
9. No amplified sound is permitted at the SAC prior to 9:00 am and must be silenced by 10:00 pm.
10. No competition may be started before 8:00 am and must be completed by 10:00 pm.
11. There is no use allowed of the SAC before 5:00 am and after 10:00 pm. 5:00 am-8:00 am is reserved for lap swim and conditioning activities only.
12. Must follow California Lutheran University Masks Mandates

7.2

Sponsorship

The University shall not be deemed to be a sponsor of any activities conducted by the Tenant at the facility or elsewhere, and no literature or publicity shall indicate University sponsorship. Use of the University or facility for the purpose of commercial exploitation is prohibited. All posters, banners, etc. will be subject to approval by Conferences and Events staff and Athletics staff.

8.

Insurance, Indemnity and Miscellaneous

8.1

Insurance

Tenant shall provide a certificate of insurance from an insurance carrier to do business in the State of California or from a Joint Powers Authority (allowed by California Government Code section 6500 et seq) acceptable to University for:

- a. Workers' Compensation Insurance as required by State Law covering all their employees (including and University employees or students providing assistance to Tenant who are compensated by Provider).
- b. Comprehensive General Bodily Injury and Property Damage Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence including but not limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability and Products Liability, and a minimum of Three Million Dollars (\$3,000,000) annual aggregate limit per location. Coverage must include volunteers.
- c. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) for each occupant for bodily injury and property damage claims.
- d. The certificate provided shall further provide that there is no applicable cross suit liability exclusion.

- e. The Comprehensive General Liability Insurance required above shall cover the Indemnity Agreement in paragraph 8.2 although the existence of insurance shall not be constructed as limiting the liability of Tenant under this contract.
- f. Evidence of Umbrella Coverage will be provided if requested by University.
- g. Groups composed of minors must have Sexual Molestation coverage for not less than \$5,000.00 per occurrence.

The certificate for General Liability, Auto Liability and Excess/Umbrella Coverage should show University as an additional insured.

The certificate should require the insurer provide thirty (30) days prior written notification to University of reduction in coverage for any of the policies.

PLEASE NOTE: All such required proof of insurance must be provided to University at least seven (7) days before the start of any performance under the contract.

8.2 Indemnity

Tenant shall be responsible for the supervision and control of its agents, employees, guests, and contractors, and their activities on University premises. Tenant hereby assumes the entire responsibility and liability for any and all claims suits, damages, losses or injuries of any kind or nature whatever, to all persons, including but not limited to Tenant's employees, invitees, guests and agents, and to all property, whenever it is claimed that such claim, suit, damage, loss or injury was caused by, resulted from, arose out of, or occurred in connection with this contract to other activities of Tenant, its agents, invitees, guests or employees, including any activity of any claimant. This Agreement expressly indemnifies University against all claims that it failed to discover or remedy dangerous conditions created by Tenant. To the extent allowed by law, Tenant hereby agrees to indemnify and save harmless University, its officers, agents, employees, servants, insurers from and against the claims and to defend any suit or arbitration related to or arising out of claims and further to reimburse University for any and all judgments, settlements, losses, costs and expenses, including but not limited to reasonable attorney' fees, costs of consultants, investigation and expert witnesses which University might incur related to the claims. The only exception to Tenant's duties under this paragraph will be to the extent that the particular claim is the result of the sole negligence of University except as set out above relating to failure to discover or remedy conditions created by Tenant. Any negligence of claimant or any other agent, servant or employee

under the control of Tenant or invitee or guest shall be deemed negligence of Tenant. This provision shall survive termination of this Agreement.

To the extent allowed by law, University agrees to defend, indemnify, and hold harmless Tenant, its governing board, officers, administrators, managers, agents, employees, successors, assigns, and/or volunteers from and against claims of sole negligence of University and to defend any suit or arbitration related to or arising out of claims and further to reimburse University for any and all judgments, settlements, losses, costs and expenses, including but not limited to reasonable attorney's fees, costs of consultants, investigation and expert witnesses which University might incur related to the claims. The provisions of this clause do not apply to claims that University failed to discover or remedy dangerous conditions created by Tenant. This provision shall survive termination of this Agreement.

8.3 Subrogation

Tenant and University each hereby release and relieve the other, and waive their entire right or recovery against the other for direct or consequential loss or damage arising out of or incident to the perils covered by the insurance carried by each party, whether due to the negligence of either party or their agents, employees, contractors and/or invitees. If necessary, all insurance policies required under this contract shall be endorsed to so provide.

8.4 Attorney's Fees

If either party brings an action or arbitration to enforce the terms of this Agreement or declare rights there under, or in any other way incurs legal expenses, the prevailing party in any such action, trial, arbitration or appeal, shall be entitled to reasonable attorney's fees to be paid by the losing party as fixed by the court in the same or a separate suit and whether or not such action is pursued to decision or judgment.

8.5 Modification

This Agreement shall only be modifiable in writing signed by both parties.

8.6 Assignment/Subletting

Tenant shall not assign, let or sublet all or any part of the University's facilities provided for their use, or assign this Agreement or any interest in it. Any assignment or subletting that violates this paragraph shall be void. University's knowledge or acceptance of benefits from anyone other than Tenant shall not be a waiver of this paragraph.

8.7 Entire Agreement

This Agreement contains the entire agreement of the parties. Any prior agreements,

promises or negotiations not expressly set forth in this contract are of no force and effect.

8.8 Choice of Laws and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any court action shall be filed in the courts of the County of Ventura and any arbitration shall be heard in the County of Ventura.

8.9 Dispute Resolution

If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute. Any unresolved controversy or dispute between the Parties arising out of this Agreement including, but not limited to, interpretation, breach and performance, will be resolved by a mandatory non-binding mediation through either the American Arbitration Association ("AAA") or JAMS. Should mediation be unsuccessful, the Parties agree to submit this matter to binding arbitration through either AAA or JAMS at the Ventura County location or a location mutually agreed upon by the Parties. The costs of mediation, arbitration and of the arbitrator will be shared equally by the Parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the Parties. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

9.

Notices

Any notices or demand permitted or required to be given by either party to this Agreement to the other party shall be deemed given in made in writing and either personally delivered or forwarded by certified or registered mail, addressed as follows:

University

TO: Holly Roepke
Director of Athletics
California Lutheran University
60 West Olsen Road, #3400
Thousand Oaks, CA 91360

Tenant

TO: Oak Park Unified School District

Attn: Adam Rauch
Phone #: 818-735-3216
Address: 5801 Conifer Street
Oak Park, CA 91377

Federal Tax ID:
CA ID:
Fax:
E-mail:

Either party may change such address by written notice sent by certified or registered mail to the other.

Director of Athletics
By: 
Holly Roepke

Dated: 1/3/2023

Manager/Athletic Facilities & Sports Events Operations
By: 
Matt Lea

Dated: 1/3/2023

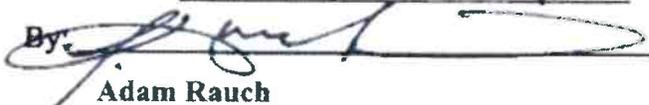
Director of Campus Services
By: 
Vanessa Webster-Smith

Dated: 1-3-23

Tenant

Company Name: Oak Park Unified School District

Event Date: JAN 3, 2023 - MAY 12, 2023

By: 
Adam Rauch

Dated: _____

Samuelson Aquatic Center
Renter Group Usage
January 3rd, 2023 – May 12th, 2023

Oak Park High School Swim Team Schedule

January 3rd, 2023 – May 12th, 2023

Monday	6:30pm – 8:00pm	6 Lanes Short Course**
Tuesday	7:00pm – 8:30pm	6 Lanes Short Course**
Wednesday	6:30pm – 8:00pm	6 Lanes Short Course**
Thursday	7:00pm – 8:30pm	6 Lanes Short Course**

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 8, 2023
SUBJECT: B.3. DELEGATE AUTHORITY TO THE SUPERINTENDENT TO AWARD ARCHITECTURAL SERVICES CONTRACT

ACTION

ISSUE: Shall the Board delegate authority to the superintendent to award architectural services contract?

BACKGROUND: In 2021-22 the Governor implemented Universal Transitional Kindergarten (TK) expansion, which lowers the age limit to access the public school program. This program includes all the state's 4-year-olds by the 2025-26 school year. Given the addition of newly eligible TK students the District has and will need to dedicate additional classroom space to TK over the course of the implementation period. As a result, District Staff is recommending procuring architectural services to create site plans as it explores viable options for adding additional TK classroom spaces.

Staff is currently soliciting quotes for architectural services, utilizing the California Uniform Public Construction Cost Accounting Commission (CUPCCAA) thresholds. As time is of the essence for preparing for the 2023-24 school-year, and the February board meeting not being until the 28th of the month, it is requested that the Board delegate authority to the Superintendent to award and execute the contract. Education Code 17604 permits the Board to delegate the authority to award contracts to the Superintendent, provided that the Board ratifies or formalizes the award at a subsequent meeting. Proposed contracts will be reviewed by the Superintendent and staff, considering price, quality, value and needs of the District. Any contracts awarded shall be presented for Board ratification at its next regular meeting after the award of the contract.

FISCAL IMPACT: The estimated cost for the Architectural Services is between \$60,000-\$100,000.

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 2.A. – Increase enrollment and retain community-based families.

ALTERNATIVES:

1. Delegate authority to the Superintendent to award contract
2. Do not delegate authority

RECOMMENDATION: Alternative No. 1

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

BOARD OF EDUCATION MEETING, FEBRUARY 8, 2023

Delegate authority to the superintendent to award architectural services contract

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.	_____	_____	_____	_____