

OAK PARK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA #1055

DATE: February 15, 2022

PLACE: Oak Park High School Presentation Room – G9
899 N. Kanan Road, Oak Park, CA 9137

Members of the public will have the right to observe the meeting in person and on www.opusd.org/livestream and offer public comment as provided on page 2 of this agenda.

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

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

BOARD OF EDUCATION

Drew Hazelton, President

Derek Ross, Vice President

Denise Helfstein, Clerk

Tina Wang, Member

Soyon Hardy, Member

Nikita Manyak, Student Board Member



Educating Compassionate and Creative Global Citizens

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

Dr. Jay Greenlinger, Director Curriculum, and Instruction

Enoch Kwok, Director, Educational Technology & Information Systems

Susan Roberts, Director, Pupil Services

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

Sara Ahl, Director Extended Care Programs

Brad Benioff, Director of Student Support and School Safety

2/11/2022

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

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

The following information is provided to help with understanding on how to follow and participate in the Board meeting. Members of the Public can observe the Board of Education meetings in person (masks will be required in the board room or watch it streaming live at: www.opusd.org/livestream

SUBMIT PUBLIC COMMENTS AT THE MEETING

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 or 250 words to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The speaker cards are available in the Board Room and must be completed and handed to Ragini Aggarwal, Executive Assistant, prior to the beginning of the 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)

SUBMIT PUBLIC COMMENTS IN ADVANCE OF THE MEETING VIA ONLINE COMMENT FORM

Public Comments may be submitted via this link www.opusd.org/PublicComments. If you wish to make a comment regarding a matter on the agenda or within the board's jurisdiction, please submit your comment via the form accessed by the above link before 6:00 p.m. on February 15, 2022. This public comment form will be open to members of the public 3 hours (at 2:00 pm) prior to the closed session of the public meeting which begins at 5:00 pm and will close at 6:00 pm. Your comments will be read by the Board President at the time the item is called.

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.

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

NEXT MEETING-Regular Meeting, Tuesday, March 15, 2022

Oak Park High School, Presentation Room, G9

AGENDA IS POSTED AT SCHOOL OFFICE & THE WEBSITE: www.oakparkusd.org/Page/10840

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.

2/11/2022

**OAK PARK UNIFIED SCHOOL DISTRICT
AGENDA – REGULAR BOARD MEETING #1055
February 15, 2022**

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

CLOSED SESSION: 5:00 p.m.

OPEN SESSION: 6:00 p.m.

The Oak Park Unified School District Board of Education will meet in Regular Session at the **Oak Park High School Presentation Room – G9**. Members of the public will have the right to observe the meeting in person and on www.opusd.org/livestream and offer public comment as provided on page 2 of this agenda.

I. CALL TO ORDER: _____ p.m.

II. PUBLIC SPEAKERS – CLOSED SESSION AGENDA ITEMS

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

- A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE:** Government Code Section 54957
- B. PUBLIC EMPLOYEE EMPLOYMENT :** Campus Supervisor, Department Clerk, Walk-on-Coaches, Instructional Assistants I Reading and Literacy, Guest Teachers, Guest Administrator
- C. 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

IV. CALL TO ORDER – RECONVENE IN OPEN SESSION AT: _____ p.m.

- A. ROLL CALL**
- B. FLAG SALUTE**
- C. REPORT OF CLOSED SESSION ACTIONS TAKEN**
- D. ADOPTION OF AGENDA**

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

VI. OPEN COMMUNICATIONS/PRESENTATIONS

A. BOARD REPORTS/DISCUSSION/COMMUNICATIONS

- 1. Recognition of Carole Ly, Director of Student Nutrition
- 2. Remarks from Board Members
- 3. Report from Student Board Member
- 4. Remarks from Superintendent
- 5. Report from Oak Park Education Foundation

6. Report from Oak Park Municipal Advisory Council
7. Update on COVID-19 Impact on Oak Park USD Schools

B. BUSINESS SESSION:

1. CONSENT AGENDA

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

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

a. Approve Minutes of Regular Board Meeting January 18, 2022 and Special Board Meetings held January 24, 27, and February 9, 2022

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

b. Approve Public Employee/Employment Changes 01CL253844-01CL253870 & 01CE11459-01CE11491

Pursuant to Board Policies 4112 and 4212 Board approval is required for public employee employment and changes.

c. Ratify Purchase Orders - January 1 – January 31, 2022

Board Policy 3300 requires Board approval of Purchase Orders.

ACTION

2. CURRICULUM AND INSTRUCTION

a. Presentation of the Supplement to Annual Update for the 2021-2022 Local Control and Accountability Plan (LCAP)

Subsection (e)(1) of Section 124 of AB 130 requires local educational agencies (LEAs) to use the Supplement to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled Board meeting.

b. Approve Resolution #2022-02 Oak Park Education Foundation to Offer Fee Based Summer School Program

Board approval required to allow Oak Park Education Foundation to conduct Summer School

c. Approve the Renewal of the College and Career Access Pathways (CCAP) Partnership Agreement with Ventura County Community College District

Ed Code 76004 requires Board approval for the CCAP Pathways Agreement

d. Approve Agreement with Ventura County Resource Conservation District for Habitat Assessments and Restoration for Monarchs-Overstory and Nectar Enhancement and Expansion (HARMONEE) Project

Board Policy 1330 requires Board's approval, for the District to enter into an agreement for the use of any school facilities or grounds

3. BUSINESS SERVICES

a. Discussion on Facility Use Policies and Practices

The Board will discuss and review the newly created four-tier fee schedule, along with the current Use of School Facilities policy.

b. Accept Annual Audit Reports for Fiscal Year 2020-2021

Education Code 41020 require the Board to approve the annual audit report of the district's financial records.

c. Approve Resolution #2022-03, Authorizing the Issuance of Oak Park Unified School District (Ventura County, California) Election of 2016 General Obligation Bonds, Series C, and Actions Related Thereto

Board Policy 7214 requires Board to pass a resolution directing the issuance and sale of bonds

d. Approval of 2021-22 Safe School Plans

Education Code Section 32280-89 requires all CA K-12 public schools to have school safety plans and BP 0450 requires Board annual approval of the plan at a regular meeting to be held before March 1.

e. Approve Amendment to Consultant Agreement in Connection with SB 1029 Debt Transparency Reporting Requirements

Board Policy 3312 requires Board approval for contracts for services

f. Authorize Purchase of Emergency Generator for District Administrative Office for Measure S Bond Project 19-17S

Board approval required for Projects funded by the Measure S Bond

g. Authorize Measure S Project 22-01S, Sound System Upgrades at Gym, Stadium, and G-9 at Oak Park High School and Establish Budget

Board approval required for Projects funded by the Measure S Bond

h. Authorize Measure S Project 22-02s Office Computer Refresh And Establish Budget

Board approval required for Projects funded by the Measure S Bond

i. Approve Acceptance of Donation

Board Policy 3290 requires Board approval for donations to the District

j. Ratify Facility Use Agreement with Westlake Village YMCA for OPHS Swim Program

Board Policy 3312 requires Board ratification of a contract

4. BOARD

a. Midyear Review and Discussion of the Board Approved 2021-2022 District Goals

The Board will review the progress made towards achieving the District Goals which were approved by the Board in August 2021

b. Confirmation and Designation of Board Representatives to District Committees

At the January 27, 2021, Special Meeting the Board appointed Soyon Hardy to fill the Board vacancy. At this meeting the Board will review and select District Committee representation for the 2022 year

c. Approve Certification of Signatures

Pursuant to Education Codes 42633 the governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person, including members of the governing board, authorized to sign orders in its name. With the appointment of a new Board member the certificate of signatures have to be updated with the board signatures.

d. Approve 2022 CSBA Delegate Assembly Election of Candidates

Board is asked to vote on candidates running for Delegate Assembly election in our region

VII. INFORMATION ITEMS

1. Monthly Cash Flow Report

2. Monthly Measure S Status Report

3. Monthly General Fund Budget Report

4. Month 4 & 5 Enrollment and Attendance Report for the 2021-2022 School Year

VIII. OPEN DISCUSSION /FUTURE AGENDA ITEMS

1. Board Members may request items to be added to upcoming meetings at this time.

IX. ADJOURNMENT:

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

MINUTES OF ORGANIZATIONAL BOARD MEETING 1-18-2022 #1051
BOARD OF EDUCATION

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mr. Drew Hazelton, 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 observe the meeting using a published live stream link or attend in person. Members of the public were able to submit public comments via an online form before the board meeting as well as submit them at the Board meeting as outlined in the agenda.

BOARD PRESENT

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

STAFF PRESENT

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

BOARD ABSENT

None

PUBLIC COMMENTS

None

ADJOURN TO CLOSED SESSION

Board President, Drew Hazelton reported that in Closed Session the Board would be discussing:

- A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE:** Government Code Section 54957
- B. PUBLIC EMPLOYEE EMPLOYMENT :** Campus Supervisor, Walk-on-Coaches, Custodian Sub, Instructional Assistants I Math, Instructional Assistant I PE, Administrative Assistant HR - Sub, and Numeracy Intervention Teacher, Guest Teachers
- C. 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

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

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mr. Drew Hazelton, called the regular meeting to order at 6:12 p.m.

BOARD PRESENT

Mr. Allen Rosen, President, Mr. Drew Hazelton, Vice President, Mr. Derek Ross, Clerk, and Mrs. Denise Helfstein, Member, Mrs. Tina Wang, Member. Denise Helfstein attended the meeting via teleconference from the following location 6135 Bryndale Avenue, Oak Park, CA 91377.

BOARD ABSENT

None

STAFF PRESENT

Dr. Jeff Davis, Superintendent, Mr. Adam Rauch, Assistant Superintendent, Business Services, Dr. Jay Greenlinger, Director of Curriculum and Instruction, Mr. Brad Benioff, Director of Student Support and School Safety, Jenny DaCosta, Principal Medea Creek Middle School, Mat McClenahan, Principal Oak Park High School, and Mrs. Ragini Aggarwal, Executive Assistant and Communications Coordinator.

FLAG SALUTE

Drew Hazelton led the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

Board President Mr. Drew Hazelton reported that the Board took no action in closed session at the January 11, 2022, Special Meeting and also no action was taken in the closed session at tonight's meeting.

ADOPTION OF AGENDA

Student Board Member cast a preferential vote to approve the agenda as presented.

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

PUBLIC SPEAKERS

One comment was submitted via the online comment form on a non-agenda item, and President Drew Hazelton read the comment. There were two public speakers at this meeting on Agenda Items and they addressed the Board when the items were called.

OPEN COMMUNICATIONS/PRESENTATIONS

REPORT FROM BOARD MEMBERS

Board Member, Tina Wang welcomed everyone after the Winter Break. Tina thanked the staff and site administration for their efforts to enhance student and staff safety during the pandemic and the return to school after the holiday break. Tina acknowledged the COVID response team for their outstanding work. Tina shared a quote from Dr. Martin Luther King Junior "Intelligence plus character - that is the goal of true education."

Board Member Denise Helfstein wished everyone a Happy New Year. Denise commended the staff and especially the COVID response team on their hard work and perseverance. Denise commended our students for following protocols, diligently wearing masks, especially the senior class students with their college applications.

Board Member Derek Ross thanked OPUSD students for their resilience and vigilant they have been.

Board Member Allen Rosen wished everyone a Happy New Year. Allen pointed out how incredible the response that has been from our staff and students during the pandemic.

Board Member Drew Hazelton thanked staff for delivering the test kits and shared that he heard great feedback from the families. Drew provided an update on the Board Member vacancy - The District has received 4 applications for filling the Board Member Vacancy. A subcommittee of the Board comprising of Denise Helfstein and Drew Hazelton will review the applications and confirm that the eligibility requirements have been met. The list of candidates being invited for interview at the January 27, 2022

Special Board meeting will be posted and communicated on January 20, 2022. The application period has now closed and if anyone has questions they should contact Ragini Aggarwal at 818-735-3206.

Student Board Member Nikita Manyak thanked everyone for allowing the students to come back this semester. Nikita commended the students on their comradery and their positive outlook during this stressful situation. Nikita shared that ASB is planning a blood drive in February.

Superintendent Jeff Davis wished everyone a Happy New Year and acknowledged the life and legacy of Dr. Martin Luther King. Dr. Davis thanked the guest teachers and also acknowledged our Human Resources department on making sure all classes were covered. Dr. Davis also thanked the administrators and TOSA for filling in at schools and helping at sites and commended our students for their resilience and perseverance. Dr. Davis also shared that the college and career counselor position has been posted with an increased salary.

REPORT FROM OAK PARK EDUCATION FOUNDATION

Scott Star provided an update on the Oak Park Education Foundation

UPDATE ON OAK PARK HIGH SCHOOL PROPOSED BELL SCHEDULE CHANGES -

OPHS Principal Mat McClenahan gave a presentation about the background, process, and options for a proposed new bell schedule in 2022-23. This is taking place because of SB 328, a new California law that prohibits public high schools from starting any earlier than 8:30 a.m. Mr. McClenahan discussed several considerations that went into creating the four proposed options, such as the need for student support, length of the school day, instructional minutes, scheduling, equity, impact on part-time instructors, and unintended consequences. He also shared that the next steps in the new bell schedule adoption process

OPTA President Russ Peters and OPTA Vice President Cathy Lory each made public comments about the site-level approval process and various complications that could present in some of the bell schedule options.

Board members asked for further education and stakeholder engagement with students and families at OPHS to take place before this returns to them in February.

UPDATE ON MATH PLACEMENT DISCUSSION FROM NOV. 2021 BOARD MEETING

At the November 2021 Board meeting, the Board requested further discussions about proposed recommendations to OPUSD's math program with the math departments at MCMS and OPHS and share the progress of those meetings in January 2022.

Accordingly, Principal Jenny De Costa shared that since November, her math department has met to discuss potential changes to placement criteria and communications for math courses. Specifically, Ms. De Costa reviewed possible changes the school is considering and increased communications with families surrounding math placement so that they are as transparent as possible for all stakeholders. MCMS plans to hold informational sessions to gather feedback surrounding best practices for communicating about this subject to achieve a more interactive dialogue with students, families, and the school. MCMS's goal is to better inform and engage students and families in understanding the entire 6-12 pathway in OPUSD. Ms. De Costa emphasized that some additional items would need deeper discussion, such as:

1. Algebra 1A prohibits access to science in Freshman year.
2. Text alignment between MCMS and OPHS/OPIS.
3. Refining off-ramps to specific pathways.

Mr. McClenahan shared that the OPHS math department has also met about possible changes to OPUSD's two-year Algebra program. His math department feels that OPHS must build student support into the structure of the math program and that changes to the two-year algebra program should be a phased-in approach such as utilizing a "pilot program" for those students changing from 2-year to 1-year algebra. The decision about which class to take would be made in collaboration with families where all potential impacts are discussed.

OPHS Math Department Chair Cathy Lory made a public comment concerning this discussion. She stressed that the administration should lessen drastic changes to best support teachers in these incredibly challenging times. This is particularly true given the impending changes required due to changes to the OPHS bell schedule, especially since there are a lot of "unknowns" about 7th-period support, zero-period math skills lab, and 8th period Math Honors Society. Math teachers are also still managing continuous adjustments because of learning loss attendant to the pandemic. For all these reasons, Ms. Lory feels that changes to the 2-year algebra program should be made carefully and slowly. She also mentioned certain challenges with co-teaching and that the admin should be sure to include OPIS and OVHS in any discussions about all the above.

Student Board Member, Nikita Manyak left the meeting at 8:51 pm.

UPDATE ON COVID-19 IMPACT ON OAK PARK USD SCHOOLS

Brad Benioff, Director of Student Support and School Safety, discussed, among other things:

- Attendance statistics
- The COVID dashboard to update everyone on the surge in cases due to the Omicron variant
- The testing at school sites the week before resuming school
- The take home rapid antigen test kit distribution that took place on January 7 and 10
- Updated CDPH/VCPH protocols regarding group contact tracing, notifications, and class closures
- Increased inventory of N95 and surgical masks for staff and students

Dr. Davis thanked all staff, but particularly OPUSD's COVID Response Team and Human Resources Department, for their tireless work to ensure everyone's safety and adequate substitute coverage.

Cathy Lory, OPHS Math Department Chair and representative of the OPTA, made a public comment about how she and other teachers are being vigilant to remind students to wash hands, take care of themselves, get adequate rest, wear masks, and otherwise help students ensure they aren't missing assignments when out sick. She also thanked OPUSD administrators for covering classes so that teachers were able to take care of what they need to do to ensure lessons and classes stay on track.

B.1. CONSENT AGENDA

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

- [Approve Minutes of Organizational Board Meeting December 14, 2021 and Special Closed Session Meeting held January 11, 2022](#)
- [Approve Public Employee/Employment Changes 01CL253823-01CL253843 & 01CE11389-01CE11458](#)
- [Ratify Purchase Orders - December 1 – December 31, 2021](#)
- [Approve Quarterly Report on Williams Uniform Complaints – January 2022](#)
- [Accept 2021-2022 First Period Attendance Report](#)
- [Approve Student Teaching Agreement with Grand Canyon University, Arizona – January 2022 – June 2024](#)

B.2. BUSINESS SERVICES

a. Approve Resolution #2022-01 Pupil Attendance Alternatives AB 99 – District of Choice (DOC) Space Availability for 2022-2023

On motion of Allen Rosen, seconded by Derek Ross, the Board of Education approved the Resolution #2022-01 Pupil Attendance Alternatives AB 99 – District of Choice (DOC) Space Availability for 2022-2023. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0. The Board accepted all eligible student transfers under the District of Choice Program for the 2022-2023 school year.

b. Approve Renewal of Consultant Agreement for Legislative Advisory and Advocacy Services for 2021-2022

On motion of Denise Helfstein, seconded by Tina Wang, the Board of Education approved the Renewal of Consultant Agreement for Legislative Advisory and Advocacy Services for 2021-2022. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

c. Approve Disposal of Obsolete or Surplus Technology Equipment

On motion of Derek Ross, seconded by Drew Hazelton, the Board of Education approved the Disposal of Obsolete or Surplus Technology Equipment. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

IX. RECOGNITION OF OUTGOING BOARD MEMBER, ALLEN ROSEN

The Board of Education, Dr. Davis, and members of his cabinet thanked Mr. Allen Rosen for his 11 years of service to the District and for his leadership and dedication to our students, staff, and community. Mr. Allen Rosen is moving out of the area and his last day in office was January 19, 2022.

ADJOURNMENT

On motion of Allen Rosen, seconded by Tina Wang, there being no further business before this Board, the regular meeting is declared adjourned at 9:31 p.m.

Date

President of the Board

Date

Clerk or Secretary of the Board

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

1-24-2022 #1052

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mr. Drew Hazelton, called the special meeting to order at 5: p.m. at Oak Park Unified District, Room 104, 5801 Conifer Street, Oak Park.

FLAG SALUTE

Drew Hazelton led the Pledge of Allegiance to the Flag.

BOARD PRESENT

Mr. Drew Hazelton, President, Mr. Derek Ross, Vice President, Mrs. Denise Helfstein, Clerk, and Mrs. Tina Wang, Member. Board Member, Denise Helfstein attended the meeting via teleconference from 6135 Bryndale Ave, Oak Park, CA 91377

BOARD ABSENT

None

STAFF PRESENT

Dr. Jeff Davis, Superintendent and Mrs. Ragini Aggarwal, Executive Assistant and Communications Coordinator.

ADOPTION OF AGENDA

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

PUBLIC COMMENTS

None

**A. RECESS TO CLOSED SESSION FOR DISCUSSION AND/OR ACTION ON THE
FOLLOWING ITEMS AT 5:48 pm:**

1. SUPERINTENDENT EVALUATION: (Gov. Code §54957)

There being no further business before this Board, the Special meeting held on January 24, 2022 is declared adjourned at 8:57 p.m.

Date

President of the Board

Date

Clerk or Secretary of the Board

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

1-27-2022 #1053

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mr. Drew Hazelton, called the special meeting to order at 5:30 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

FLAG SALUTE

Drew Hazelton led the Pledge of Allegiance to the Flag.

BOARD PRESENT

Mr. Drew Hazelton, President, Mr. Derek Ross, Vice President, Mrs. Denise Helfstein, Clerk, and Mrs. Tina Wang, Member.

BOARD ABSENT

None

STAFF PRESENT

Dr. Jeff Davis, Superintendent, Mrs. Ragini Aggarwal, Executive Assistant and Communications Coordinator, Mr. Jay Fernow, Legal Counsel.

ADOPTION OF AGENDA

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

PUBLIC COMMENTS

There were 18 public comments submitted via an online form on Agenda Item A.1 Interview and Selection of Candidate for Provisional Appointment to Fill Board Vacancy.

A. OPEN SESSION

1. Interview and Selection of Candidate for Provisional Appointment to Fill Board Vacancy

Board President, Drew Hazelton read the 18 public comments that were submitted via an online form.

Mr. Hazelton welcomed the candidates and reviewed the interview process with the Board members and the four candidates. The interview order was determined by alphabetical order of first names. Candidates were interviewed one at a time and the other candidates were requested to wait in the adjoining room out of earshot before their interview. Each candidate was asked nine questions and a timer was used to ensure that no candidate received more than 3 minutes per question.

The candidates were interviewed in the following order:

1. Carmen Rosenberg
2. Deet Ezra
3. Nicholas Johnson
4. Soyon Hardy

After the interviews concluded, Board President thanked all four candidates and opened up the discussion deliberations and asked each board member to share and talk about their top pick.

Drew Hazelton and Derek Ross picked Nicholas Johnson and Denise Helfstein and Tina Wang picked Soyon Hardy.

Board President asked for a motion for either of the two candidates. Derek Ross made a motion to appoint Nicholas Johnson and Drew Hazelton seconded the motion. Board members Denise Helfstein and Tina Wang stated their reasons for not approving the motion in favor of the appointment of Nicholas Johnson. The motion failed as there were no additional yes votes for this motion.

Candidate Nicholas Johnson requested if he could address the Board. The Board President after consultation with the District's Legal Counsel regarding protocols agreed and stated that he would be providing this opportunity to the other three candidates as well if they wished to address the Board. Nicholas Johnson thanked all the candidates and the Board and then announced that he was formally withdrawing his candidacy and application. Soyon Hardy addressed the Board and thanked Nicholas Johnson for his graciousness. Carmen Rosenberg addressed the Board as well and requested that the Board make the decision based on the best fit.

Mr. Hazelton thanked all the candidates and requested the Board for a motion to appoint any other candidates.

On motion of Denise Helfstein, seconded by Tina Wang, the Board approved the appointment of Soyon Hardy as the provisional Board member to fill the Board Vacancy. Motion carried Aye: Hazelton, Helfstein, Ross, Wang. No - 0. Absent – 0.

2. Swearing-In of Newly Appointed Board Member if Appointed

Dr. Davis administered the Oath of Office to newly appointed Board Member Soyon Hardy

There being no further business before this Board, the Special meeting held on January 27, 2022 is declared adjourned at 7:08 p.m.

Date

President of the Board

Date

Clerk or Secretary of the Board

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

2-09-2022 #1054

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mr. Drew Hazelton, called the special meeting to order at 5:00 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

BOARD PRESENT

Mr. Drew Hazelton, President, Mr. Derek Ross, Vice President, Mrs. Denise Helfstein, Clerk, Mrs. Tina Wang, Member, and Mrs. Soyon Hardy, Member.

BOARD ABSENT

None

STAFF PRESENT

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

PUBLIC COMMENTS

There were 4 public comments submitted via the online form prior. The comments were read by Board President Drew Hazelton when the items were called.

**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 representative: Adam Rauch and Stewart McGugan
Employee Organization: Oak Park Teachers Association and Oak Park Classified Association

The Board adjourned to Closed Session at 5:01 p.m.

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mr. Drew Hazelton, called the special meeting to order at 6:13 p.m.

BOARD PRESENT

Mr. Drew Hazelton, President, Mr. Derek Ross, Vice President, Mrs. Denise Helfstein, Clerk, Mrs. Tina Wang, Member, and Mrs. Soyon Hardy, Member.

BOARD ABSENT

Student Board Member, Nikita Manyak

STAFF PRESENT

Dr. Jeff Davis, Superintendent, Mr. Adam Rauch, Assistant Superintendent, Business Services, Mr. Stewart McGugan, Assistant Superintendent of Human Resources, Dr. Jay Greenlinger, Director of Curriculum and Instruction, Mat McClenahan, Principal Oak Park High School, and Mrs. Ragini Aggarwal, Executive Assistant and Communications Coordinator.

FLAG SALUTE

Dr. Jay Greenlinger led the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

Board President Mr. Drew Hazelton reported that the Board took no action in closed session at the January 24, 2022 Special Meeting and also no action was taken in the closed session at tonight's meeting.

ADOPTION OF AGENDA

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

PUBLIC SPEAKERS

OPEN SESSION

A. BUSINESS SESSION

1. [Discussion and Update on Oak Park High School Proposed Bell Schedule for 2022-2023 School Year](#)

There were three comments on this item submitted via the online comment form. The comments were read by Board President Drew Hazelton at this time.

Oak Park High School Principal presented information regarding the requirement under SB 328 and the proposed OPHS bell schedule for next year (2022-2023). Since all high schools are required to comply with the law under SB 328, Superintendent, Dr. Jeff Davis, gave direction to implement the proposed schedule. The Board recommended once this new schedule is implemented in the fall, the administration continue to re-evaluate and seek input from our students, staff, and families and adjust accordingly for the following year.

2. [Award Contract for Softball Field Improvements at Oak Park High School](#)

There was one comment on this item submitted via the online comment form. The comment was read by Board President Drew Hazelton at this time.

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education Awarded the Contract for Softball Field Improvements at Oak Park High School. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0. Absent – 0.

There being no further business before this Board, the Special meeting held on February 9, 2022 is declared adjourned at 7:31 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 15, 2022
SUBJECT: APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT
ISSUE: B.1.b. APPROVAL/RATIFICATION OF CLASSIFIED PERSONNEL ACTIONS

CONSENT

AUTHORIZATION TO HIRE

Number	Name	Position	Start Date	Fund	Salary	Site
CL253844	Edris Farhadi	Department Clerk	1/21/2022	ELO	\$17.69	DO
CL253845	Benson Berro	Walk-On-Coach - Not to Exceed \$3,500.00	1/22/2022	Coaches, Athletics	TBD	OPHS
CL253846	Mara Smialek	Walk-On-Coach - Not to Exceed \$1,000.00	1/23/2022	Coaches, Athletics	TBD	MCMS
CL253847	Emma Montes	Walk-On-Coach - Not to Exceed \$1,000.00	1/23/2022	Coaches, Athletics	TBD	OPHS
CL253848	Calley Prezzano	Walk-On-Coach - Not to Exceed \$1,000.00	1/23/2022	Coaches, Athletics	TBD	OPHS
CL253849	Justin Melago	Walk-On-Coach - Not to Exceed \$1,000.00	1/23/2022	Coaches, Athletics	TBD	OPHS
CL253850	Sabrina Decker	Instructional Assistant I - Reading/Literacy	2/5/2022	General	\$20.57	OHES
CL253851	Shilpa Sadari	Campus Supervisor	2/5/2022	General	\$19.92	OHES
CL253852	Maria Hayes	Campus Supervisor	2/5/2022	General	\$17.72	OHES
CL253853	Nicole Wayman	Instructional Assistant I - Reading/Literacy	2/24/2022	General	\$20.57	ROES

AUTHORIZATION TO PAY STIPEND

Number	Name	Position	Start Date	Fund	Salary	Site
CL253854	Nazzie Moeinazad	AP Exam Coordination	3/1/2022	AP Exam	\$1,500.00	OPHS
CL253855	Loretta Brown	AP Exam Coordination	3/1/2022	AP Exam	\$500.00	OPHS
CL253856	Debbie Godnough	AP Exam Coordination	3/1/2022	AP Exam	\$500.00	OPHS

IN-SERVICE CHANGE

Number	Name	Change	Effective Date	Fund	Salary	Site
CL253857	Soulie Morino	Food Service Assistant I Site Change frm MCMS	1/10/2022	Fund 130	\$19.92	BES
CL253858	Sheryl Lee	Food Service Assistant I Site Change frm OPHS	1/10/2022	Fund 130	\$19.92	ROES
CL253859	Linda Polakow	Food Service Assistant I Site Change frm BES	1/10/2022	Fund 130	\$19.92	OHES
CL253860	Kerrie Bjerkaas	Food Service Assistant I Site Change frm BES	1/10/2022	Fund 130	\$19.92	OHES
CL253861	Sahira Shahbaz	Food Service Assistant I Site Change frm OHES	1/10/2022	Fund 130	\$19.92	BES
CL253862	Jessica Wampler	Food Service Assistant I Site Change frm OPHS	1/10/2022	Fund 130	\$19.92	MCMS
CL253863	Jacqueline Morris	Instructional Assistant I Math LOA Medical	1/18/2022	General	\$20.57	BES
CL253864	Jessica Wampler	Food Service Assistant I LOA	1/22/2022	Fund 130	\$19.92	MCMS
CL253865	Anna Stebbins	Food Service Manager increase in hours	2/1/2022	Fund 130	\$21.26	BES/OH
CL253866	Lori Jansianski	Food Service Manager Increase in hours	2/1/2022	Fund 130	\$21.26	MCMS
CL253867	Prerna Mathur	Library Media Tech Text Book frm IA I L&N	2/14/2022	General	\$23.06	OPHS

SEPARATION

Number	Name	Position	Effective Date	Separation T	Salary	Site
CL253868	Nancy Corley	Campus Supervisor	1/6/2022	Resignation	\$19.92	OHES
CL253869	Carole Ly	Director Student Nutrition & Wellness	3/1/2022	Resignation	\$425.59	DO
CL253870	Linda Roberts	Office Manager	6/30/2022	Retirementy	\$25.91	OVHS

Prepared by:

Stew McGugan Assistant Superintendent /Human Resources

Respectfully Submitted,

Jeffrey Davis, Ed.D
Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 15, 2022
SUBJECT: B.1.b. APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT
ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS

CONSENT

AUTHORIZATION TO HIRE

Number	Name	Position	Start Date	Fund	Site	
01CE11459	Tim Hazlewood	Guest Teacher	01/10/2022	General	District Wide	
01CE11460	Alexis Arrington	Guest Teacher	12/30/2021	General	District Wide	
01CE11461	Jody Ammerman	Guest Teacher	1/10/2022	General	District Wide	
01CE11462	Randi Liepman	Guest Teacher	1/28/2022	General	OVHS	
01CE11463	Trevor Orlando	Guest Teacher	2/4/2022	General	MCMS	
01CE11464	David Jackson	Guest Administrator	1/31/2022	General	District Wide	

AUTHORIZATION TO PAY STIPEND

Number	Name	Position	Start Date	Fund	Salary	Site
01CE11465	Erik Squire	Class Size Overages (December 2021)	12/01/2022	General	\$160.00	BES
01CE11466	Erik Squire	Class Size Overages (January 2022)	01/01/2022	General	\$150.00	BES
01CE11467	Robbin Lund	Class Size Overages (January 2022)	01/01/2022	General	\$125.00	ROES
01CE11468	Kate Gregg	Class Size Overages (January 2022)	01/01/2022	General	\$150.00	ROES
01CE11469	Nicole LoBianco	Class Size Overages (January 2022)	01/01/2022	General	\$60.00	ROES
01CE11470	Tahnee Munoz	Class Size Overages (January 2022)	01/01/2022	General	\$150.00	ROES
01CE11471	Ryan Bodily	Class Size Overages (January 2022)	01/01/2022	General	\$45.00	ROES
01CE11472	Jamie Brown	Class Size Overages (January 2022)	01/01/2022	General	\$75.00	ROES
01CE11473	Alexis Ma	Class Size Overages (January 2022)	01/01/2022	General	\$75.00	ROES
01CE11474	Kathy Strong	Class Size Overages (January 2022)	01/01/2022	General	\$75.00	ROES
01CE11475	Donald Cook	Class Size Overages (January 2022)	01/01/2022	General	\$33.00	OPHS
01CE11476	Jennifer Hankins	Class Size Overages (January 2022)	01/01/2022	General	\$35.00	OPHS
01CE11477	Lauren Heinrich	Class Size Overages (January 2022)	01/01/2022	General	\$9.00	OPHS
01CE11478	Jessica Wall	Class Size Overages (January 2022)	01/01/2022	General	\$27.00	OPHS

IN-SERVICE CHANGE

Number	Name	Change	Effective Date	Fund	Site	
01CE11479	Amy Buccino	Maternity Leave	1/4/2022	General	ROES	
01CE11480	Katelyn Bailey	Baby Bonding (CFRA)	1/28/2022	General	ROES	
01CE11481	Allison LeVine	Add'l hours (January) - 70 hrs. cap	1/1/2022	General	Pupil Serv	
01CE11482	Allison LeVine	Add'l hours (February) - 40 hrs. cap	2/1/2022	General	Pupil Serv	
01CE11483	Allison LeVine	Add'l hours (Dec - May) - 21 hrs. CPR	12/1/2021	General	Pupil Serv	
01CE11484	Austin Lippincott	Baby Bonding (CFRA)	1/24/2022	General	OPHS	
01CE11485	Danielle McKendry	Baby Bonding (CFRA)	1/26/2022	General	ROES	
01CE11486	Gayle Tribe	Add'l hours Assessments	11/1/2021	Learning Recovery Plan SPED	Pupil Serv	
01CE11487	Kristin Alford	Add'l hours Assessments	11/1/2021	Learning Recovery Plan SPED	Pupil Serv	
01CE11488	Dara Glikmann	Add'l hours Assessments	11/1/2021	Learning Recovery Plan SPED	Pupil Serv	
01CE11489	Jennifer Wilkerson	Add'l hours Assessments	11/1/2021	Learning Recovery Plan SPED	Pupil Serv	
01CE11490	Stephanie Walker Sean	Add'l hours Assessments	11/1/2021	Learning Recovery Plan SPED	Pupil Serv	

SEPARATION

Number	Name	Position	Effective Date	Separation	Site	
01CE11491	Christina Perez	Literacy & Numeracy Intervention Teacher	01/20/2022	Resigned	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 15, 2022
SUBJECT: B.1.c. RATIFY PURCHASE ORDERS – JANUARY 1 THROUGH JANUARY 31, 2021

CONSENT

ISSUE: Shall the Board ratify the following purchase orders issued for the period January 1 through January 31, 2022?

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, 2022.

FISCAL IMPACT: All purchases 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 #6 - Use resources responsibly to maintain a balanced budget this year and in subsequent years.

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	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

Includes Purchase Orders dated 01/01/2022 - 01/31/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
010-4100	Approved Textbooks and Core Cu				
P22-00438	HEINEMANN	005	Teacher Grant-Tris Wenker Bookclubs	010-4100	164.95
Total:010-4100 Approved Textbooks and Core Cu					164.95
010-4200	Other Books and Reference Mate				
P22-00408	DreamBox Learning, Inc	005	21/22 MCMS DreamBox Subscription	010-4200	4,000.00
P22-00412	HEINEMANN	005	BES Intervention Materials	010-4200	52.05
P22-00413	McGraw-Hill School Education Holdings, LLC	005	ROES Intervention Materials	010-4200	785.97
Total:010-4200 Other Books and Reference Mate					4,838.02
010-4330	Other Materials and Supplies N				
B22-00210	SOS Survival Products	004	2021-2022 Custodial Supplies	010-4330	1,000.00
B22-00211	Cell Energy Inc Powerline Battery Specialist	004	2021/22 Batteries for M & O	010-4330	300.00
P22-00104	Document Systems	024	Copier/Printer Supplies 21/22	010-4330	1,000.00
P22-00106	Office Depot Customer Service Center	015	OVHS Office Supplies 21/22	010-4330	1,400.00
P22-00107	Document Systems	015	Toner, Copier, Printer Supplies 21/22	010-4330	900.00
P22-00398	Champion Teamwear	012	ELO: Cheer Uniforms	010-4330	3,654.57
P22-00399	Eastbay Inc	012	ELO: Sports League Uniforms	010-4330	1,171.21
P22-00400	Eastbay Inc	012	ELO: Sports League Equip	010-4330	846.55
P22-00402	Concepts School & Office Furn	004	Ergonomic Chairs for Staff per Assessments	010-4330	1,142.21
P22-00403	Ryan Communications	004	Walkie Talkies for COVID Safety	010-4330	5,682.11
P22-00404	Nearpod Inc.	012	ESSR: Independent Study Prog.	010-4330	1,300.00
P22-00410	HEINEMANN	005	Teacher Grant Order-Cindy Stephens	010-4330	2,388.94
P22-00411	Barnes And Noble Bookstores	005	Teacher Grant Order- Kristin Chobanian	010-4330	432.19
P22-00417	PowerSchool Group LLC	024	Naviance Renewl 2022-23	010-4330	1,200.00
P22-00419	Barnes And Noble Bookstores	005	Teacher Grant-Eva Novak	010-4330	815.66
P22-00420	Riverside Insights	000	SpEd - MCMS Protocols 2022	010-4330	826.61
P22-00422	Deo Volente Industries, Inc.	004	District and Admin Staff Spiritwear	010-4330	3,143.88
P22-00423	Scholastic, Inc.	005	Teacher Grant- Kathy Strong	010-4330	1,255.50
P22-00426	W.O.L.F.	005	21/22 MCMS Welcome Back Activities	010-4330	53,200.00
P22-00428	Brain POP LLC	005	21/22 BES Brain Pop Subscription	010-4330	3,250.00
P22-00429	Carlson's Building Materials	004	Staff Recognition Monument	010-4330	528.21
P22-00430	Signature Signs	004	Staff Recognition Plaque mounting	010-4330	290.00
P22-00431	Realityworks, Inc.	015	Battery Replacement for Babies	010-4330	851.35
P22-00433	PEARSON ASSESSMENTS ORDER PROCESSING	000	SpEd - Speech Group testing materials	010-4330	758.14
P22-00434	Western Psychological Services	000	SpEd - Speech Group / new test kit	010-4330	1,317.89
P22-00435	Pro-Ed	000	SpEd - Speech Group / new testing manuals	010-4330	453.76
P22-00437	Barnes And Noble Bookstores	005	Teacher Grant-Chris Lockrey	010-4330	578.40

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

ESCAPE ONLINE

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Includes Purchase Orders dated 01/01/2022 - 01/31/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-00438	HEINEMANN	005	Teacher Grant-Tris Wenker Bookclubs	010-4330	1,500.00
P22-00440	Ecobee Ltd.	004	Renewal 2/22-2/23 Ecobee Service DW	010-4330	4,800.00
P22-00450	AARDVARK CLAY & SUPPLIES INC	005	Teacher Grant-Ian Fullmer	010-4330	933.08
P22-00451	Sub Zero Ice Cream	005	Teacher Grant- Amy Kobayashi	010-4330	496.03
Total:010-4330 Other Materials and Supplies N					97,416.29
010-5600	Rents, Leases, and Repairs				
P22-00405	Precision Plumbing	004	Rebuild Beeco Pilot at OPHS	010-5600	360.94
P22-00414	Reliable Floor Coverings, Inc	004	Repair floor in classrooms #16/#17 @OPNS	010-5600	5,492.00
P22-00416	Mardukis Projects	004	Wall Panels for Superintendents Office	010-5600	3,600.00
P22-00432	Environmental Management Technologies	004	Hazardous Waste Removal	010-5600	3,000.00
P22-00442	Barkshire Laser Leveling, Inc.	004	Athletic Sport Field Reno@Baseball field @OPHS	010-5600	4,000.00
Total:010-5600 Rents, Leases, and Repairs					16,452.94
010-5820	Other Operating Expense				
B22-00209	Alexander Fortunato	013	Independent Band Coach/Site Stipends	010-5820	200.00
P22-00406	Wild Whim Design	001	District of Choice (DOC) Promo Video	010-5820	1,650.00
P22-00407	Robert W Blattner dba Blattner & Associates	004	Legislative Advisory/Advocacy Svs.	010-5820	12,000.00
P22-00409	Alliance of Therapy Dogs	004	Endorsements for Alliance of Therapy Dogs	010-5820	250.00
P22-00415	Change Academy at Lake of the Ozarks, LLC	000	NPS - service	010-5820	8,000.00
P22-00418	Turnitin, LLC	005	OPHS 22/23 Turn it in renewal	010-5820	6,587.60
P22-00421	California Weekly Explorer	011	5th grade in-house event	010-5820	1,339.99
P22-00424	Island Packers Cruises	005	ROES-5th Grade Field trip to Santa Cruz Island	010-5820	6,120.00
P22-00425	VCOE	000	2021/22 Hearing & Audiology Services - Quarter 1	010-5820	1,980.00
P22-00436	West Shield Adolescent Svc	000	SpEd / NPS Student "home visit" services	010-5820	7,514.62
P22-00439	U.S. Bank Trust Nat'l Assn.	004	Admin Fees GOB Election 2006 Series 2013A	010-5820	880.00
P22-00441	Winsor Learning, Inc.	000	SpEd - Curriculum Materials	010-5820	4,920.60
P22-00444	Southwinds Transportation	012	DON: Universal Studios Buses	010-5820	3,642.40
P22-00445	Pacific Platinum Services Inc.	012	DON: Universal Studios Buses	010-5820	4,800.00
P22-00446	Southwinds Transportation	012	Don: Buses Music Festival	010-5820	2,361.20
P22-00447	U.S. Bank Trust Nat'l Assn.	004	Admin Fees GOB Election 2008 Series 2013B	010-5820	880.00
P22-00448	U.S. Bank Trust Nat'l Assn.	004	Admin Fees GOB Election 2006 Series 2007	010-5820	847.00

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

ESCAPE ONLINE

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Includes Purchase Orders dated 01/01/2022 - 01/31/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-00449	U.S. Bank Trust Nat'l Assn.	004	Admin Fees GOB Election 2020 Refunding Bonds	010-5820	850.00
T22-00021	Incident IQ, LLC	007	Incident IQ Help Desk License Renewal	010-5820	13,125.00
Total:010-5820 Other Operating Expense					77,948.41
010-5900	Telephone and Communications				
P22-00427	US Postal Service (AMS-TMS)	006	Hasler Mail Machine workroom 2022	010-5900	4,000.00
Total:010-5900 Telephone and Communications					4,000.00
010-6400	Equipment \$5000+				
P22-00443	ChargePoint, Inc.	004	Chargepoint Electric Charging Stations	010-6400	10,495.75
Total:010-6400 Equipment \$5000+					10,495.75
211-4410	Equipment New Non-Capitalized				
P22-00401	West Hills Lawn Mower Shop, In c.	004	Proj 21-01S Commercial Clean Up Mover OPHS	211-4410	2,043.63
Total:211-4410 Equipment New Non-Capitalized					2,043.63
211-6500	Equipment Replacement \$5000+				
T22-00020	Pacific Onesource, Inc. dba ST S Education	007	Proj. 21-05S Smartboard Refresh part 2	211-6500	41,045.13
Total:211-6500 Equipment Replacement \$5000+					41,045.13
Total Number of POs			62	Total	254,405.12

Fund Recap

Fund	Description	PO Count	Amount
010	General Fund	60	211,316.36
Total Fiscal Year 2022			211,316.36
211	Measure S Facilities & Tech	2	43,088.76
Total Fiscal Year 2022			43,088.76
Total			254,405.12

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

ESCAPE ONLINE

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Includes Purchase Orders dated 01/01/2022 - 01/31/2022

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
010-4330	Other Materials and Supplies N			
B22-00022	5,905.54	010-4330	General Fund/Other Materials and Supplies N	94.46-
B22-00042	5,200.00	010-4330	General Fund/Other Materials and Supplies N	1,629.83
B22-00053	20,094.46	010-4330	General Fund/Other Materials and Supplies N	94.46
B22-00081	45,000.00	010-4330	General Fund/Other Materials and Supplies N	10,000.00
B22-00129	5,624.00	010-4330	General Fund/Other Materials and Supplies N	2,574.00
B22-00154	8,500.00	010-4330	General Fund/Other Materials and Supplies N	560.95
B22-00159	2,306.34	010-4330	General Fund/Other Materials and Supplies N	306.34
B22-00181	7,500.00	010-4330	General Fund/Other Materials and Supplies N	1,169.50
B22-00182	837.84	010-4330	General Fund/Other Materials and Supplies N	2,162.16-
B22-00198	3,000.00	010-4330	General Fund/Other Materials and Supplies N	2,500.00
Total:010-4330 Other Materials and Supplies N				16,578.46
010-5560	Trash / Sewer Services			
B22-00006	71,000.00	010-5560	General Fund/Trash / Sewer Services	26,000.00
Total:010-5560 Trash / Sewer Services				26,000.00
010-5600	Rents, Leases, and Repairs			
B22-00075	333.12	010-5600	General Fund/Rents, Leases, and Repairs	276.81-
P22-00004	7,000.00	010-5600	General Fund/Rents, Leases, and Repairs	5,000.00-
Total:010-5600 Rents, Leases, and Repairs				5,276.81-
130-4700	Food Purchases			
FS22-00003	24,500.00	130-4700	Cafeteria Fund/Food Purchases	4,092.92
FS22-00006	12,000.00	130-4700	Cafeteria Fund/Food Purchases	2,000.00
FS22-00010	155,000.00	130-4700	Cafeteria Fund/Food Purchases	35,000.00
FS22-00016	48,725.00	130-4700	Cafeteria Fund/Food Purchases	5,000.00-
Total:130-4700 Food Purchases				36,092.92
130-5820	Other Operating Expense			
FS22-00020	5,700.00	130-5820	Cafeteria Fund/Other Operating Expense	2,200.00
Total:130-5820 Other Operating Expense				2,200.00
211-4410	Equipment New Non-Capitalized			
P22-00096	6,676.12	211-4410	Measure S Facilities & Tech/Equipment New Non-Capitalized	2,162.16
Total:211-4410 Equipment New Non-Capitalized				2,162.16
Total PO Changes				77,756.73

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

ESCAPE ONLINE

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TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 15, 2022

**SUBJECT: B.2.a. PRESENTATION OF THE SUPPLEMENT TO ANNUAL UPDATE FOR
THE 2021-2022 LOCAL CONTROL AND ACCOUNTABILITY PLAN
INFORMATION/DISCUSSION**

ISSUE: Shall the Board receive a presentation of the Supplement to Annual Update for the 2021-2022 Local Control and Accountability Plan (LCAP)?

BACKGROUND: California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Subsection (e)(1) of Section 124 of AB 130 requires LEAs to use the Supplement to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents/Guardians on or before February 28, 2022, at a regularly scheduled meeting of the governing board.

At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement).
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

The supplement to the Annual Update for the 2021-22 LCAP is included for the Board's review.

The presentation is available at this link: <https://bit.ly/LCAPPresentation2021-22>

FISCAL IMPACT: None

BOARD POLICY: Pursuant to Board Policy BP 0460 Local Control Accountability Plan. The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students.

GOAL: In Support of OPUSD Goals: 6. Use resources responsibly to maintain a balanced budget this year and in subsequent years.

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

Respectfully submitted,

Jeff Davis Ed.D.,
Superintendent

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oak Park Unified School District	Dr. Jay Greenlinger Director of Curriculum and Instruction	jgreenlinger@opusd.org 818-735-3271

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021-22 Local Control and Accountability Plan (LCAP).

Educator Effectiveness Block Grant: Survey to all OPUSD staff in November, 2021. We received 81 responses (39 General Education Teachers, 19 Instructional Aides, 7 Classified Office Staff, 3 Administrators, 2 Special Education Teachers, 11 Others). The responses were categorized into these themes: Workload and social emotional needs of staff

Support for curriculum, instruction, textbook adoptions

Grade level/department meetings, articulation (i.e. time)

Student SEL a major concern

Training for instructional aides to better support students

Positive Behavior/Restorative Practices trainings

Differentiation for GATE, ELL, diverse learners

Expanded Learning Opportunities Grant: The development of the actions for the ELO began in the Fall, when school and district staff began planning for the eventual return to in-person instruction. Formal planning specific to the ELO and AB 86 began in March 2021, when school and district leadership identified school-wide and district-wide needs, as well as potential strategies and actions to address those needs. Many of the items in the plan were in place to some degree, and the ELO funds are being used to enhance those supplemental programs, such as the elementary intervention programs. A number of strategies were developed at the school site by site leadership and staff. Survey data from Fall and Winter distance learning surveys, as well as a specific survey geared toward the ELO informed the strategies identified in the plan. These surveys include responses from parents, staff, and students. The plan was also discussed in various district committees such as School Site Councils, Curriculum Council, GATE, and the Parent/Teacher Organization Council. District and site administrators met numerous times to detail and refine the plan. Study Sessions for the Board of Education on April 29, 2021 and May 4, 2021 provided further guidance to ensure the plan addressed the needs of the school community.

Pre-K Planning and Implementation: District staff is currently discussing the potential impacts of the changing enrollment dates for Discovery Kindergarten. OPUSD will study the expected impacts on enrollment during the 2022-2023 school year, with the intent of using Pre-K planning funds to support the Oak Park Neighborhood School, provide staff development for primary grade teachers related to early learners, and to identify early intervention strategies for 3 and 4 year old students. Support for this work will be provided by the Ventura County Office of Education through the UPK/TK Network, CPAN Personnel Group, and Instructional Services.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

N/A- OPUSD does not receive Concentration Funds.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

OPUSD has a long-established foundational principle of meaningful educational partner engagement. These efforts were refined and improved through the Local Control and Accountability Plan (LCAP) development process. The district's practices have been further enhanced during the pandemic as OPUSD sought the input and feedback of its educational partner groups from the onset of the pandemic and continuing through the development of the Learning Continuity and Attendance Plan, the 2021-2022 LCAP, Expanded Learning Opportunities Grant and the ESSER III Expenditure Plan.

The following links and page numbers indicate how and when the LEA engaged its education partners in the use of funds received to support recovery for the COVID- 19 Pandemic.

Learning Continuity and Attendance Plan <https://www.oakparkusd.org/Page/7319> (p. 3-4)

Expanded Learning Opportunities Grant Plan <https://www.oakparkusd.org/Page/10845> (p. 4-5)

Local Control and Accountability Plan <https://www.oakparkusd.org/Page/10833> (p. 25-35)

The ESSER III Plan for OPUSD can be found here: <https://www.oakparkusd.org/Page/10953>

As part of our annual LCAP process, Oak Park USD connected with the following stakeholder groups to discuss how the district should prioritize recovery efforts specifically in the areas of safe in-person learning, lost instructional time, and other pandemic impacts:

Students;

Families, including families that speak languages other than English;

School and district administrators, including special education administrators;

Teachers, principals, school leaders, other educators, school staff, and local bargaining units.

Documentation related to these stakeholder engagement efforts, including engagement with advocates for students with disabilities, English Learners, and other groups can be found in the 2021 LCAP (<https://www.oakparkusd.org/Page/10833>)

Throughout the 2020 and 2021 school years, OPUSD's School Board continuously sought feedback from students, parents and staff through

surveys, site and district committees, public hearings and Board meetings. Feedback from these sources provided direction and policy changes, and helped formulate the plans for students returning to campus under hybrid instruction. In particular, feedback from parents highlighted some support needed in remediation in some grade levels of Mathematics, and helped guide the creation of intervention programs that met the academic, social, and emotional needs of students. These feedback systems have and will continue to play a role in the development of policies and practices going forward, as well as the use of state and federal funding for COVID related activities. The feedback received led to the formation of the Expanded Learning Opportunities grant, which ESSER III funds are being used to supplement.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

Health and safety of students, educators, and other staff

Successes: OPUSD has successfully implemented voluntary and surveillance testing for students and staff. OPUSD has distributed 1,000s of rapid at-home tests to families and staff as well. OPUSD established a COVID Response Team, which has conducted contact tracing, training, communication with VCPH, and upheld the District's COVID protocols.

Challenges: OPUSD has occasionally struggled to maintain staffing and substitute coverage due to absences caused by COVID or quarantine.

Continuity of services

Successes: Due to clear and consistent protocols, OPUSD has maintained services to students. Minimal disruptions have been experienced to instruction, nutrition services, cleaning and maintenance, etc.

Challenges: OPUSD has occasionally struggled to maintain staffing and substitute coverage due to absences caused by COVID or quarantine.

Implementation of the ESSER III Expenditure Plan

Successes:

Welcome Back Activities- The first weeks of school were filled with connecting experiences for students. Activities at all 7 schools have been supported with this funding.

Teacher Grant Program- 27 teacher grants were funded, totaling \$48,500. Projects include building diverse classroom libraries, increasing Visual Arts instruction, hands on math technologies, social skills groups.

Library Professional Development- Mentoring and support is provided to each of the 4 school librarians to improve collection development, support school goals, and increase student connection to campus by increasing availability of the library to students.

Virtual Units of Study- All elementary classrooms have access to online instruction to ensure continuity of instruction during quarantine.

Challenges:

To date, all ESSER III activities have been completed or initiated and are currently in progress.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.

One of OPUSD's Goals for 2022 is to "Develop and deliver quarterly progress reports on LCAP and ELO fund usage." The purposes of these updates to inform the Board and community of the progress OPUSD has made in response to the COVID pandemic, the return to in person instruction, and to mitigate the ongoing impacts of the pandemic on student wellness, staff wellness, and student learning. The ESSER III plan approved by the Board is aligned with the Expanded Learning Opportunities Grant (ELOG) Plan, as well as the LCAP. This alignment ensures that OPUSD is efficiently and effectively deploying resources to meet the needs of students, staff, and families. The needs that the ESSER III plan addresses are reflective of community feedback through surveys, site visits, and communications from the public.

Safe Return to In-Person Instruction and Continuity of Services Plan

OPUSD used its fiscal resources to implement the requirements of the Safe Return to In-Person Instruction and Continuity of Services Plan by:

- Purchasing technology to support Short Term Independent Study, and to provide equitable access to technology across the district (ELOG Strategy 4)
- Purchase PPE for students and staff
- Provide additional staffing for symptom checks/active screening protocols
- Air duct purifiers and band equipment cleaning supplies
- Additional nursing staff to assist with testing and contact tracing

The implementation of these additional funds received in the 2021-2022 school year are specifically aligned to the LCAP by supporting Goal 1- high academic achievement in a climate of care. Input for the plan is reflective of LCAP Goal 2- engage the community in decision making processes. LCAP Goal 3- Expand school safety and student/staff wellbeing initiatives is clearly aligned with the Safe Return to Instruction plan.

ESSER III Expenditure Plan

OPUSD used its fiscal resources to implement the requirements of the ESSER III Expenditure Plan by:

- Increasing elementary intervention staffing for literacy and numeracy (LCAP Goal 1, Action 6 and ELOG Strategy 6)
- Welcome back activities for students to reacclimate to campus (ELOG Strategy 1)
- Expanding MCMS library collection (ELOG Strategy 4)
- Teacher Grant Program (LCAP Goal 2, Action 2 & 4, and ELOG Strategy 2 & 3)

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to

reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: *“A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”*

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA's implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: "A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update."

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA's 2021–22 LCAP. For purposes of responding to this prompt, "applicable plans" include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 15, 2022

SUBJECT: B.2.b. APPROVE RESOLUTION #2022-02 OAK PARK EDUCATION FOUNDATION TO OFFER A FEE-BASED SUMMER SCHOOL PROGRAM FOR 2022

ACTION

ISSUE: To review and approve Resolution #2022-02 regarding the continuation of a fee-based summer school program through Oak Park Education Foundation and to accept credits for high school courses taken by students.

BACKGROUND: Prior to 2014 funding for summer school programs was a part of the Tier III flexibility funding category. Under the new Local Control Funding Formula (LCFF) plan, the Tier III and categorical hourly programs have been eliminated and replaced with new funding mechanisms. However, the result is the same in that there are no separate funds available for summer programs. In the past, the District has been required to provide programs beyond the normal school year for 1) students who are not meeting standards and are at risk of retention; 2) students who are going to be retained; 3) seniors in need of credits for graduation; 4) students who need to repeat courses required for graduation; 5) eligible special education students in an extended school year setting.

Oak Park Education Foundation is preparing to move forward with this year's program again and seeks the board's approval to offer this program. Since Oak Park Education Foundation is not an accredited educational entity it is necessary for the governing board of the OPUSD to approve a resolution that states OPUSD will accept the credits for the courses taught in the high school summer program administered by the Oak Park Education Foundation.

For the 2022 Summer, any OPHS student who qualifies for the Free/Reduced Lunch Program will have access to Summer School at no cost to them. Additionally, any student who wishes to remediate a course offered during Summer School may do so at no cost to them.

This resolution was first approved in March 2011 and staff endorses the renewal of the resolution at tonight's board meeting.

FISCAL IMPACT: Determined by the number of Low Income or Remediation students, included in the Expanded Learning Opportunities (ELO) Grant

BOARD POLICY: Pursuant to Board Policy BP 6177
The Governing Board recognizes that summer school provides valuable opportunities for students to improve their skills and make academic progress.

GOAL: In Support of OPUSD Goals:
2.f Continue expanding alternative credits, summer school opportunities, flexible scheduling, availability/accessibility of advanced placement classes, and blended and dual enrollment opportunities while maintaining the integrity of our instructional program.

BOARD MEETING, FEBRUARY 15, 2022

Approve Resolution #2022-02 - Oak Park Education
Foundation to Offer Fee Based Summer School Program
Page 2

5.b. Provide opportunities to a wide segment of the school population with the goal of meeting equity guidelines.

ALTERNATIVES: 1. Approve Resolution #2022-02 - Oak Park Education Foundation to Offer Fee Based Summer School Program.
2. Do not approve Resolution #2022-02.

RECOMMENDATION: Alternative #1

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

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

RESOLUTION #2022-02

**OAK PARK EDUCATION FOUNDATION
TO OFFER A FEE-BASED SUMMER SCHOOL PROGRAM**

Whereas, the Oak Park Unified School District has determined that a district-operated summer school program is not fiscally viable under current state funding levels, and;

Whereas, the Oak Park Education Foundation, a non-accredited institution, has offered to provide summer school services for Oak Park Unified School District students which would benefit the students and the Foundation, and;

Whereas, the Oak Park Unified School District believes that having the Oak Park Education Foundation offer a local summer school program provides another option to help facilitate alternative means for students to complete their prescribed course of study required for high school graduation, and;

Whereas, the Board of Education policy 6146.1 High School Graduation Requirements requires that the board provide alternative means for the completion of prescribed courses in accordance with law;

NOW, THEREFORE, BE IT RESOLVED that the Oak Park Unified School District Board of Education shall accept academic course work offered by the Oak Park Education Foundation as a course for credit toward the Oak Park High School diploma provided the Foundation follows district approved curriculum and utilizes qualified certificated personnel in the delivery of such programs.

PASSED and APPROVED this 15th day of February 2022

AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____

President, Oak Park Unified School District
Board of Education

Attest:

Clerk/Secretary, Oak Park Unified School District
Board of Education

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 15, 2022

**SUBJECT: B.2.c. APPROVE RENEWAL OF COLLEGE AND CAREER ACCESS
PATHWAYS DUAL ENROLLMENT PARTNERSHIP AGREEMENT
BETWEEN VENTURA COUNTY COMMUNITY DISTRICT AND OAK
PARK UNIFIED SCHOOL DISTRICT**

ACTION

ISSUE: Shall the Board approve the renewal of the College and Career Access Pathways Dual Enrollment Partnership Agreement between Ventura County Community District and Oak Park Unified School District (OPUSD)?

BACKGROUND: Oak Park High School would like to continue its partnership with Ventura County Community District and offer a Dual Enrollment program to OPUSD high school students. The purpose of this program is to offer or expand dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college. It will help prepare students for transfer, improve high school graduation rates and help high school students achieve college and career readiness. The term of the Agreement shall be five (5) years from Commencement Date of July 1, 2021, unless sooner terminated. The agreement is provided for the Board's reference.

FISCAL IMPACT: None

BOARD POLICY: Pursuant to BP 6146.1 High School Graduation Requirements - With pre-approval students may take courses from other institutions for High School graduation general elective credit(5 per semester with a maximum of 20 credits per high school career). This includes dual enrollment courses offered at OPHS.

GOAL: In Support of OPUSD Goals - 2.f Continue expanding alternative credits, summer school opportunities, flexible scheduling, availability/accessibility of advanced placement classes, and blended and dual enrollment opportunities while maintaining the integrity of our instructional program.

LCAP Goal 1, Metric 3: Increase Dual Enrollment Participation

ALTERNATIVES:

1. Approve the College and Career Access Pathways Dual Enrollment Partnership Agreement between Ventura County Community District and Oak Park Unified School District.
2. Do not approve the request for an additional course at Oak Park High School.

RECOMMENDATION: Alternative #1

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

BOARD MEETING, FEBRUARY 15, 2022

Approve Renewal of College and Career Access Pathways Dual Enrollment
Partnership Between Ventura County Community District and OPUSD
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	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

COLLEGE AND CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT

BETWEEN

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT,

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

AND

OAK PARK UNIFIED SCHOOL DISTRICT,

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

DATED July 1,2021

COLLEGE AND CAREER ACCESS PATHWAYS

PARTNERSHIP AGREEMENT

This College and Career Access Pathways Partnership Agreement ("Agreement") is made as of the 1st day of July 2021 ("Commencement Date"), by and between the VENTURA COUNTY COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California ("COLLEGE DISTRICT"), and the OAK PARK UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California ("SCHOOL DISTRICT"). COLLEGE DISTRICT and SCHOOL DISTRICT hereby agree as follows:

RECITALS

A. Assembly Bill 288, effective January 1, 2016, authorizes the governing board of a community college district to enter into a College and Career Access Pathways ("CCAP") partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness, for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education.

B. Assembly Bill 288 allows community college districts to enter into partnership agreements with high schools to outline the terms of the partnership and to establish protocols for information sharing, joint facilities use, and parental consent for high school pupils to enroll in community college courses, ("Dual Enrollment Course").

C. Assembly Bill 288 authorizes specified high school pupils to enroll in up to 15 units per term if those units are required for the pupil's partnership programs and would authorize a community college district to exempt special part-time and special full-time students taking up to a maximum of 15 units per term from specified fee requirements.

AGREEMENT:

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

1. Terms of the Partnership Agreement:

- 1.1. **Term of the Agreement:** The term of this Agreement shall be five (5) years from the Commencement Date, unless sooner terminated as provided herein.
- 1.2. **Submission and Amendments:** Pursuant to Education Code Section 76004(c) (3), copies of this Agreement shall be filed with both the Chancellor of the California Community Colleges ("State Chancellor") and with the Department of Education

before the start of the partnership created by this Agreement. The State Chancellor may void this Agreement if it is determined that this Agreement does not comply with the intent of Education Code Section 76004. Any amendment to this Agreement shall be filed with the State Chancellor.

- 1.3. **Courses Offered Under this Agreement:** COLLEGE DISTRICT shall offer courses to SCHOOL DISTRICT high school students who are dual enrolled at both SCHOOL DISTRICT and COLLEGE DISTRICT. In the initial year of the Agreement, COLLEGE DISTRICT shall offer the courses on a SCHOOL DISTRICT campus. SCHOOL DISTRICT and COLLEGE DISTRICT may decide to offer classes at a COLLEGE DISTRICT campus in subsequent years of the term of this Agreement.

1.4. **Instructors**

- 1.4.1. All instructors teaching Dual Enrollment Courses shall meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended, and shall be fully credentialed by the COLLEGE DISTRICT to teach Dual Enrollment Courses under this Agreement.

- 1.4.2. SCHOOL DISTRICT shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are SCHOOL DISTRICT employees.

- 1.4.3. COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are COLLEGE DISTRICT employees.

- 1.4.4. **Employer of Record:** All courses offered under this Agreement shall be taught by faculty employed by COLLEGE DISTRICT, including SCHOOL DISTRICT teachers while teaching Dual Enrollment Courses. COLLEGE DISTRICT shall be the employer of record for these faculty members and shall be responsible for all assignment monitoring. SCHOOL DISTRICT shall be responsible for reporting obligations to the county office of education and applicable federal teacher quality mandates.

- 1.4.4.1. COLLEGE DISTRICT shall have the exclusive right to control and direct the curriculum and teaching of Dual Enrollment Courses. Instructors who teach COLLEGE DISTRICT courses offered as part of this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during any course period taught under this Agreement.

- 1.4.4.2. All instructors teaching courses pursuant to this Agreement shall

comply with the fingerprinting requirements in Education Code § 45125 and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered pursuant to this Agreement.

- 1.5. **Total Number of High School Students Served per Year is projected to be 280.**
- 1.6. **Total Number of FTES Projected to be claimed by COLLEGE DISTRICT per Year: 96.**
- 1.7. **Addendum:** SCHOOL DISTRICT and COLLEGE DISTRICT may add or drop Dual Enrollment Courses or make other adjustments to the Dual Enrollment Course curriculum through an AB 288 Addendum, also addressed in Article 2.4.1 herein. All such addenda shall be approved by the COLLEGE DISTRICT's Chancellor or authorized designee. The AB 288 Addendum template is attached hereto as **Attachment 1** to this Agreement. The Addendum must identify the source of funding to be used for textbooks and instructional materials and list what efforts, if any, were used to reduce the costs of textbooks and instructional materials. Representatives from COLLEGE DISTRICT and SCHOOL DISTRICT will review addendums collectively to determine which means were most effective in reducing costs.
- 1.8. **Apportionment:** Pursuant to Education Code Section 76004(s), COLLEGE DISTRICT shall request and receive state apportionment funding for all Dual Enrollment Courses offered under the AB 288 Agreement. Pursuant to Education Code Section 76004(r), SCHOOL DISTRICT shall not seek or receive a state allowance or apportionment funding for any instructional activity for which COLLEGE DISTRICT requests or receives state apportionment funding. This Agreement or any Addendum must not result in SCHOOL DISTRICT losing any amount of Average Daily Attendance (ADA). Any courses offered under this Agreement shall be offered at such times to ensure that SCHOOL DISTRICT students are scheduled to meet minimum day requirements (240 minutes in SCHOOL DISTRICT classes).
- 1.9. **Admission of Special Part-Time or Full-Time Students:** SCHOOL DISTRICT students who take Dual Enrollment Courses under this Agreement and Addendum shall be admitted to COLLEGE DISTRICT as special part-time or special full-time students pursuant to Education Code Section 76001, applicable regulations, and COLLEGE DISTRICT Board Rules.
 - 1.9.1. Prior to registering for a Dual Enrollment Course, SCHOOL DISTRICT students shall complete and submit a Dual Enrollment Application Form in the form attached as **Exhibit "A"**.

- 1.9.2. Prior to a student's enrollment in a Dual Enrollment Course pursuant to this Agreement, SCHOOL DISTRICT shall confirm in writing to COLLEGE DISTRICT that each SCHOOL DISTRICT student applying to enroll in a Dual Enrollment Course, including COLLEGE DISTRICT summer session course(s), has received the necessary approvals required pursuant to Education Code section 48800 et. seq. to enroll in a Dual Enrollment Course. Written confirmation of approval for a student to enroll in a Dual Enrollment Course(s) may be evidenced by documentation from the SCHOOL DISTRICT governing board, the student's principal or the county board of education, approving student's attendance in the Dual Enrollment Course(s) for which the student is applying for enrollment. SCHOOL DISTRICT shall also confirm in writing to COLLEGE DISTRICT prior to a student's enrollment in a Dual Enrollment Course, that the parent or guardian of a student applying for enrollment in a Dual Enrollment Course has consented to such enrollment.
- 1.9.3. **Parental Consent:** SCHOOL DISTRICT shall obtain any required parental consent for any SCHOOL DISTRICT student taking Dual Enrollment Course under this Agreement.
- 1.10. **Unit Limit:** Pursuant to Education Code Section 76004(p), SCHOOL DISTRICT students admitted as special part-time students and taking courses under this Agreement, may enroll in up to a maximum of 15 units per term if: 1) the units constitute no more than four community college courses per term; 2) the units are part of an academic program under this Agreement; and 3) the units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.
- 1.11. **Student Fee Exemptions:** Pursuant to Education Code Section 76004(q), SCHOOL DISTRICT students admitted to COLLEGE DISTRICT under this Agreement as special part-time students shall be exempt from the following student fees: 1) Student Representation Fee (Education Code Section 76060.5); 2) Nonresident Tuition Fee (Education Code Section 76140); 3) Transcript Fee (Education Code Section 76223); 4) Enrollment Fee (Education Code Section 76300); 5) Apprentice Fee (Education Code Section 76350); 6) Child Development Center Fee (Education Code Section 79121); 7) Student Health Fee; 8) Student Center Fee; 9) Student Activity Fee; and 10) Nonresident Capital Outlay Fee. A high school pupil enrolled in a course offered through this Agreement shall not be assessed any fee that is prohibited by Section 49011. (Education Code Section 76004(f).)
- 1.12. **Textbooks, Equipment, and Materials:** COLLEGE DISTRICT and SCHOOL DISTRICT shall work collaboratively to seek funding in support of textbooks, equipment and supplies and other instructional materials as required to support CCAP sections for high school students participating in the program. This may include the HIGH SCHOOL DISTRICT and COLLEGE DISTRICT exploring the use of discretionary resources and seeking federal, state, local and grant funding.

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

1.13. Student Access and Supports:

1.13.1. CCAP courses will be delivered in a nondiscriminatory manner ensuring equity and access to all students.

1.13.2. Services for Students with Disabilities:

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

1.13.3. **English Learner and Long-Term English Learner Students:** SCHOOL DISTRICT AND COLLEGE DISTRICT agree to collect data needed to implement SCHOOL DISTRICT's progress monitoring activities as required by law and pursuant to the SCHOOL DISTRICT English Learner Master Plan. COLLEGE DISTRICT will collaborate with SCHOOL DISTRICT to ensure that SCHOOL DISTRICT is able to access and deliver services to students as necessary. If issues arise with implementation of services, the points of contact for the SCHOOL DISTRICT and COLLEGE DISTRICT as identified in this Agreement will meet to bring in the necessary constituencies to resolve the issues in an expeditious manner.

2. Courses Offered Under This Agreement

- 2.1. **COLLEGE DISTRICT and SCHOOL DISTRICT Campuses:** COLLEGE DISTRICT has three constituent colleges, specifically Moorpark College, Oxnard College and Ventura College. Each of the three colleges generally serves high school campuses located within respective service areas but the program may be implemented outside the service areas of a college as warranted and as provided for in an Addendum between SCHOOL DISTRICT and COLLEGE DISTRICT.
- 2.2. **Linked Learning and Career Technical Education (CTE) Courses:** Pathway is defined by courses that are in the General Education Transfer Curriculum pathway and courses in a career pathway leading to an industry recognized certificate or credential.
- 2.3. Dual Enrollment Courses offered pursuant to this Agreement shall:
 - 2.3.1. adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE DISTRICT.
 - 2.3.2. be of the same quality and rigor as those offered on a COLLEGE DISTRICT campus.
 - 2.3.3. be COLLEGE DISTRICT catalogued courses with the same department designations, course descriptions, numbers, titles and credits.
 - 2.3.4. include, but not be limited to, Career and Technical Education courses and courses in the Intersegmental General Education Transfer Curriculum.
- 2.4. **Courses Offered:** COLLEGE DISTRICT and SCHOOL DISTRICT shall determine which courses listed in **Exhibit “B”** will be offered under this Agreement.
 - 2.4.1. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall complete the AB 288 Addendum which shall become an addendum to this Agreement by **January 30** of each year. Each course listed in the AB 288 Addendum shall be offered for the purpose of: 1) preparing students for transfer; 2) improving high school graduation rates; 3) helping high school pupils achieve college and career readiness; or 4) offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college. No physical education courses shall be offered. Courses will also include pathway courses offered at the local SCHOOL

DISTRICT campus in the same industry sector offered at the respective COLLEGE DISTRICT campus that lead to an industry recognized certificate or credential.

2.5. Assessment of Learning and Conduct

- 2.5.1. SCHOOL DISTRICT students may receive COLLEGE DISTRICT college credit and high school credit for Dual Enrollment Course(s) that he or she completes, as determined to be appropriate by the governing boards of the SCHOOL DISTRICT and COLLEGE DISTRICT, and in accordance with Education Code sections 48802 and §76001(c) and other state and federal laws.
- 2.5.2. Students enrolled in Dual Enrollment Courses shall be held to the same standards of achievement, grading, and conduct as students in courses taught on a COLLEGE DISTRICT campus.
- 2.5.3. Students enrolled in Dual Enrollment Courses shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on a COLLEGE DISTRICT campus.

2.6. Evaluation

- 2.6.1. The COLLEGE DISTRICT and SCHOOL DISTRICT may conduct end-of-term student evaluations for each Dual Enrollment Course offered under this Agreement in accordance with established guidelines approved by COLLEGE DISTRICT.
- 2.6.2. The COLLEGE DISTRICT and SCHOOL DISTRICT may survey and collect data on students and alumni of Dual Enrollment Courses after they graduate.
- 2.6.3. The COLLEGE DISTRICT and SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT instructors, principals, and guidance counselors.
- 2.6.4. The COLLEGE DISTRICT and SCHOOL DISTRICT shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of dual enrollment course delivery.

2.7. Limiting Enrollment: Pursuant to Education Code Section 76004(0), COLLEGE DISTRICT shall limit enrollment in a community college course solely to eligible

high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP partnership Agreement.

- 2.8. **Transcripts, Permanent Records of Student Achievement, Attendance and Grades:** Both the COLLEGE DISTRICT of attendance and the SCHOOL DISTRICT school of attendance shall record transcript records when courses are completed. Upon receipt of an official transcript from the COLLEGE DISTRICT of attendance showing the course title, number of college units and the course grade, the high school equivalent course and the credits allowed will be recorded on the student's cumulative record and the electronic transcript by the student's SCHOOL DISTRICT of attendance.

3. **AB 288 Certifications**

- 3.1. **COLLEGE DISTRICT Faculty:** COLLEGE DISTRICT certifies that no COLLEGE DISTRICT or community college instructor, who has been convicted of any sex offense, as defined in Education Code Section 87010, or any controlled substance offense, as defined in Education Code Section 87011, shall be retained by COLLEGE DISTRICT to teach any course on any SCHOOL DISTRICT campus. All COLLEGE DISTRICT faculty teaching courses under this Agreement shall meet all state and federal reporting requirements regarding minimum qualifications and conditions.
- 3.2. **No Displacement of Faculty:** SCHOOL DISTRICT certifies that no existing high school teacher who was teaching the same course on the high school campus offered under this Agreement has been displaced or terminated because a community college instructor is teaching that same course. COLLEGE DISTRICT certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.
- 3.3. **No Reduction of Access to Same Course on COLLEGE DISTRICT:** COLLEGE DISTRICT certifies that the community college courses offered for college credit on SCHOOL DISTRICT's campus do not reduce access to the same course offered on a COLLEGE DISTRICT college campus.
- 3.4. **No Oversubscribed Courses:** COLLEGE DISTRICT certifies that community college courses that are oversubscribed or have waiting lists shall not be offered in this Agreement.
- 3.5. **COLLEGE DISTRICT's Core Mission:** Participation in this partnership and this Agreement is consistent with COLLEGE DISTRICT's core mission pursuant to

Education Code Section 66010.4

- 3.6. **No Displacements of Eligible Adults from COLLEGE DISTRICT Courses:** SCHOOL DISTRICT students participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults from COLLEGE DISTRICT courses.
 - 3.7. **Collective Bargaining:** COLLEGE DISTRICT and SCHOOL DISTRICT certify that all actions taken pursuant to this Agreement are in compliance with all local collective bargaining agreements.
4. **Remedial Courses:** Should remedial courses be offered, the remedial course taught by COLLEGE DISTRICT faculty at SCHOOL DISTRICT's campus shall be offered only to SCHOOL DISTRICT's high school students who do not meet their grade level standard in math, English, or both, in grade 10 or 11 as determined by applicable SCHOOL DISTRICT assessments including but not limited to assessment tests, benchmarks, and appropriate college assessments. COLLEGE DISTRICT and SCHOOL DISTRICT faculty shall engage in a collaborative effort to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. It is acknowledged that the student may waive or opt out of a remedial course, should the student choose to exercise that option through the regular COLLEGE DISTRICT process.
5. **Student Supervision:** SCHOOL DISTRICT and COLLEGE DISTRICT agree to work cooperatively with regard to student discipline. A student disciplinary action taken by the COLLEGE DISTRICT in response to student misconduct in a class will not affect the student's attendance in the CCAP program.
6. **Protocol for Information Sharing:** Any education records or personally identifiable information pertaining to any SCHOOL DISTRICT students taking courses under this Agreement shall be exchanged between SCHOOL DISTRICT and COLLEGE DISTRICT in compliance with the Family Educational Privacy Rights Act (FERPA), Education Code Sections 76200-76246, and COLLEGE DISTRICT Board Policies and Administrative Procedures. COLLEGE DISTRICT shall provide a Dual Enrollment Application Form, (**Exhibit "A"**), on which the student will provide written consent to information sharing between SCHOOL DISTRICT and COLLEGE DISTRICT. Education records and personally identifiable information regarding SCHOOL DISTRICT students shall be shared between the Points of Contact identified in Paragraph 8 below. SCHOOL DISTRICT's and COLLEGE DISTRICT's Points of Contact shall then further share that information within their respective institutions as necessary.
7. **Implementing Policies and Procedures:** SCHOOL DISTRICT and COLLEGE DISTRICT will each develop policies and procedures consistent with the terms of this Agreement. Each Party will distribute the policies and procedures to each participating high school principal and COLLEGE DISTRICT instructor prior to the implementation of

the CCAP program.

8. **Points of Contact at COLLEGE DISTRICT and SCHOOL DISTRICT:** COLLEGE DISTRICT and SCHOOL DISTRICT shall each appoint an educational administrator, identified below, who will serve as point of contact to facilitate coordination and cooperation under this Agreement between COLLEGE DISTRICT and SCHOOL DISTRICT, consistent with COLLEGE DISTRICT and SCHOOL DISTRICT standards.

SCHOOL DISTRICT:

Oak Park Unified School District
Attn: Dr. Jay Greenlinger
5801 Conifer Street
Oak Park, CA 91377
Phone: 818-735-3271
Email: jgreenlingeropusd.org

COLLEGE DISTRICT:

Ventura County Community College District
Attn: Dr. Cynthia Herrera, Vice Chancellor,
Institutional Effectiveness, Academic Affairs,
and Educational Services
761 East Daily Drive, Suite 200
Camarillo, CA 93010
Phone: 805-652-5516
Email: Cynthia_herrera@vcccd.edu

Moorpark_College
Attn: Dr. Julius Sokenu, President
7075 Campus Road
Moorpark, CA 93021
Phone: 805-553-4864
Email: jsokenu@vcccd.edu

Moorpark_College
Attn: Khushnur Dadabhoy, Dean of Student
Learning
7075 Campus Road
Moorpark, CA 93021
Phone: 805-553-4137
Email: kdadabhoy@vcccd.edu

9. **Annual Reporting to the State Chancellor:** Consistent with Education Code section 76004 (t)(1), COLLEGE DISTRICT and SCHOOL DISTRICT shall submit an annual report to the office of the Chancellor of the California Community Colleges based on data from SCHOOL DISTRICT, the following: 1) the total number of SCHOOL DISTRICT students, by school site, taking courses under this Agreement, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws; 2) the total number of Dual Enrollment Courses offered under this Agreement by course category and type and by school site; 3) the total number and percentage of successful course completions, by course category and type and by school site; 4) the total number of full-time equivalent students generated through courses offered under this Agreement; and 5) the total number of full-time equivalent students served online generated by this Agreement. By October 1st of each year of this Agreement, the Points of Contact from SCHOOL DISTRICT and COLLEGE DISTRICT

shall meet to plan and commence the preparation of the report.

10. **Mutual Defense and Indemnity:** COLLEGE DISTRICT shall indemnify and hold harmless SCHOOL DISTRICT, its officers, agents, and employees for any and all loss, cost, expense, claims or liability for injury to or death of any person, or damage to any property, caused by the negligence and/or tortuous conduct of COLLEGE DISTRICT in the performance of COLLEGE DISTRICT's responsibilities under this Agreement. In such an event, COLLEGE DISTRICT, at its own expense, shall also defend all actions, suits, or other proceedings brought against SCHOOL DISTRICT, its officers, agents, or employees and satisfy any judgment rendered against SCHOOL DISTRICT, its officers, agents, or employees because of such negligence and/or tortuous conduct. Similarly, the SCHOOL DISTRICT shall indemnify and hold harmless COLLEGE DISTRICT, its officers, agents, and employees for any and all loss, cost, expense, claims or liability for injury to or death of any person, or damage to any property, caused by the negligence and/or tortuous conduct of SCHOOL DISTRICT in the performance of SCHOOL DISTRICT's responsibilities under this Agreement. In such an event, SCHOOL DISTRICT, at its own expense, shall also defend all actions, suits, or other proceedings brought against COLLEGE DISTRICT, its officers, agents or employees and satisfy any judgment rendered against COLLEGE DISTRICT, its officers, agents, or employees because of such negligence and/or tortuous conduct.
11. **Insurance:** Without limiting the parties' indemnification obligations herein and as a material condition of this Agreement, each party shall maintain, at its expense and for the duration of this Agreement, a program of insurance or self-insurance and provide evidence thereof, as required below, against claims for injury, damage or loss that may arise from or in connection this Agreement and/or the use of facilities under the Agreement. Each party shall furnish the other party with certificates of insurance or other satisfactory documentation of all insurance or self-insurance required by this Agreement. Each party shall have the other party added as additional insureds to all of the following policies. The Minimum Scope and Limits of Insurance shall be as follows (coverage shall be at least as broad):
 - 11.1. **Commercial General Liability Insurance** "occurrence" form only to provide defense and indemnity coverage to the insured for liability for bodily injury, personal injury, and property damage, of not less than a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence. The general aggregate limit shall be twice the required per occurrence limit. If such insurance is obtained from a third-party insurer and not self-insured, the insuring party shall name the other party as an additional insured on the policy.
 - 11.2. **Business Automobile Liability Insurance** to provide defense and indemnity coverage to the Insured for liability for bodily injury and property damage covering owned, non-owned, and hired automobiles of not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence. If such insurance is obtained from a third-party insurer and not self-insured, the insuring party shall name the other party as an additional insured on the policy.

- 11.3. **Workers' Compensation Insurance** as required by the Labor Code of the State of California, and Employers' Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident. Any notice required to be served hereunder shall be in writing.
- 11.4. **Sexual Abuse or Molestation** Insurance in the amount of three million dollars (\$3,000,000) per occurrence. Provider's insurance to be primary and non-contributory.
12. **Choice of Law and Venue:** This Agreement, its interpretations, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within the State of California. Ventura County shall be the venue for all legal matters concerning the Agreement.
13. **Termination:** Either party shall have the right to terminate this Agreement without cause by providing to the non-terminating party a written notice of termination. Notice of termination shall be provided at least 180 days prior to the termination date. Each party shall continue to fulfill its obligations under this Agreement until date of termination.
14. **Notices:** Any notices to be given pursuant to this Agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addresses to the party for whom intended as follows:
- To SCHOOL DISTRICT:**
Oak Park Unified School District
5801 Conifer Street
Oak Park, CA 91377
ATTN: Office of the Superintendent
- To COLLEGE DISTRICT:**
Ventura County Community College District
761 East Daily Drive
Camarillo, CA 93010
Attn: Director, General Services
15. **Miscellaneous:** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This

Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of California. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

- 16. Board Approval Required.** This Agreement is conditioned upon the approval of the governing boards of both the SCHOOL DISTRICT and COLLEGE DISTRICT as set forth by Education Code Section 76004.

IN WITNESS WHEREOF, COLLEGE DISTRICT and SCHOOL DISTRICT have executed this Agreement as of the date first above written.

Date: _____

OAK PARK UNIFIED SCHOOL DISTRICT

By: _____
Dr. Jeff Davis
Superintendent

SIGN HERE

Date: 01/14/2022

VENTURA COUNTY COMMUNITY COLLEGE
DISTRICT


By: 
Dr. Cynthia Herrera
Vice Chancellor, Institutional Effectiveness,
Academic Affairs, and Educational Services

EXHIBIT “A”

DUAL ENROLLMENT APPLICATION FORM



Ventura County Community College District

DUAL ENROLLMENT (K-12) APPLICATION, RECOMMENDATION, & MEMORANDUM OF UNDERSTANDING

Name _____ ("Student") College ID # 900-_____ Birth date _____

Address _____ Phone _____
(Number and Street) (City) (State) (Zip)

College Term _____ Present Grade _____ GPA _____ K-12 School Name _____

COLLEGE COURSE(S) RECOMMENDED BY K-12 SCHOOL OFFICIAL

(Subject Code & Number i.e. ENGL R101)

I certify that the information above is valid, that Student is enrolled for at least a minimum day at his/her K-12 campus and has demonstrated the ability to benefit from the advanced scholastic or vocational education offered by the Ventura County Community College District ("VCCCD"). This recommendation for Dual Enrollment is approved in compliance with California Education Code (EC) sections 76000 et seq. and 48800 et seq.

Signature of Principal or designee

Date

Printed Name & Email Address

MEMORANDUM OF UNDERSTANDING BETWEEN STUDENT, PARENT/GUARDIAN, AND VCCCD

1. Student is expected to abide by all rules and standards of conduct of the VCCCD and the respective college he or she will be attending. It is Student's responsibility to know these rules. Student understands, agrees, and shall comply with:
 - The VCCCD college catalog regarding student conduct, student grievance, student health services, sexual harassment, and sexual assault.
 - The VCCCD college catalog, registration calendar, and schedule of classes regarding requirements for admission and deadlines for adding and dropping classes.
 - Student is responsible for timely dropping a class. Failure to drop a class by the applicable deadline can result in an "F" grade on Student's permanent record.
 - The potential for course content to be outside of the normal parameters Student has been exposed to in the K-12 setting.
 - Non-CCAP dual enrollment students are exempt from enrollment fees ONLY, all other fees apply. CCAP dual enrollment students shall not be charged a fee prohibited by EC 49011 and are also exempt from college fee requirements such as enrollment fee, activity fee, health fee, transcript fee, etc. (EC 76004).
2. Although the colleges of the VCCCD are considered to be safe campuses, there have been incidents on and around the campuses that warrant particular caution where the presence of minors is concerned. In accordance with federal "Right to Know" legislation, crime statistics are available from each Campus Police Office. VCCCD college campuses are generally considered an adult environment and do not provide special monitoring of minor students on campus. VCCCD recommends the following:
 - Make sure Student has means to communicate with a parent, guardian or other person as classes can be cancelled on very short notice.
 - Be sure to pre-arrange a pick-up location in case of any emergencies.
3. Courses taken at a VCCCD college are intended to supplement the course work Student is taking at their K-12 campus, not to replace it. Students admitted to a VCCCD college are expected to take classes that are not available at their K-12 campus. Courses must be stated and approved on the above section on this "Recommendation for Dual Enrollment" by the school official authorized to make recommendations.
4. The coursework completed will be awarded college credit. It is a permanent record and is subject to all standards of scholarship observed by each VCCCD college. The courses taken at a VCCCD college may also be used by Student's K-12 school at that school's discretion. Student should confer with a counselor at the K-12 school for more information.
5. The coursework Student completes is subject to the same standards of progress that apply to all VCCCD students. VCCCD college policies governing academic progress, probation and dismissal are found in the college catalog for each VCCCD college.
6. VCCCD college courses are designed for adult students. The content of the course may include adult materials, and discussions may include adult subject matter. Course content will not be altered because a minor is present in the classroom. Some courses may include physical requirements.
7. Right of access to Student's records: In compliance with the Federal Educational Rights and Privacy Act (Buckley Amendment), once Student enters a post-secondary educational institution, Student assumes the rights and responsibilities previously conferred upon the parent with regard to student privacy rights. Translation: Student must complete and sign this form and all registration forms and is responsible for requesting copies of his/her transcript. Student attendance and progress may not be discussed with a parent or guardian unless Student is present or has given written permission.
8. Parent/Guardian Authorization to Consent to Medical Treatment or Personal Counseling of Minors. I give my permission for emergency first aid and treatment for my minor child/legal ward. For classes Student attends at a VCCCD college, I also give my permission for him/her to be treated by a nurse, nurse practitioner, physician and/or personal counselor in the Student Health Center at the colleges of Ventura County Community College District (Moorpark/Oxnard/Ventura Colleges).

By signing below, I certify that I have read and understand this Dual Enrollment (K-12) Application, Recommendation, & Memorandum of Understanding and give permission to share information related to my academic progress, status, and transcripts with my K-12 school, K-12 school district, and the office of the Chancellor of the California Community Colleges as may be necessary or authorized by the Education Code. I hereby request that I be allowed to enroll in the community college class(es) recommended above.

Signature of Student

Date

By signing below, I certify that I have read and understand this Dual Enrollment (K-12) Application, Recommendation, & Memorandum of Understanding. I hereby request my son/daughter be allowed to enroll in the VCCCD college course(s) recommended above.

Signature of Parent

Printed name

Date

MOORPARK COLLEGE
www.moorparkcollege.edu

OXNARD COLLEGE
www.oxnardcollege.edu

VENTURA COLLEGE
www.venturacollege.edu

EXHIBIT “B”

EDUCATIONAL PROGRAMS AND COURSES

[TO BE FILLED OUT FOR EACH PROGRAM/COURSE]

Course Title:	
Location where Course will be offered:	
Name of instructor/on-site supervisor:	
Time the Course will be offered:	
Performance objectives of course:	
College credits offered for Course:	
Name of CCAP Party that will be the employer of record for the CCAP Instructor:	
If this Course is being offered as part of a sequenced, pathway-aligned program, name the pathway and primary high school site lead:	
Method for addressing schedule alignment (If any):	
Source of funding:	
Efforts to reduce costs:	
Cost of books and materials required for course:	
Learning Assessment Criteria:	
Number of educational hours of course:	
Number of high school students to be served by Course:	
Number of Full-time Equivalent Students (FTES) projected to be claimed by the community college district:	
Criteria to assess the ability of students to benefit from course offered pursuant to AB 288 CCAP Partnership Agreement:	
Additional support services including tutoring:	
Name of CCAP Party that will assume reporting responsibilities pursuant to federal teacher quality mandates. (Ed. Code, § 76004(1)):	
Other specifics related to CCAP Course:	

ATTACHMENT 1

AB 288 ADDENDUM TO

COLLEGE AND CAREER ACCESS PATHWAYS

PARTNERSHIP AGREEMENT

ATTACHMENT “1”

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

BETWEEN

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT,
a community college district duly organized and existing under the laws
of the State of California

AND

OAK PARK UNIFIED SCHOOL DISTRICT,
a school district duly organized and existing under the laws
of the State of California

1. Background:

OAK PARK UNIFIED SCHOOL DISTRICT ("SCHOOL DISTRICT") and the VENTURA COUNTY COMMUNITY COLLEGE DISTRICT ("COLLEGE DISTRICT") entered into a "College and Career Access Pathways Partnership Agreement" (the "Agreement") on July 1, 2021 in order to meet the goals specified in Assembly Bill 288. The Agreement, as approved by SCHOOL DISTRICT's Board of Education and COLLEGE DISTRICT's Board of Trustees, sets forth parameters within which the COLLEGE DISTRICT and the SCHOOL DISTRICT may enter into an AB 288 Addendum that allows for additional terms and conditions that define how the Agreement will be implemented between the COLLEGE DISTRICT and the SCHOOL DISTRICT.

2. Parties to the Addendum

SCHOOL DISTRICT:

Oak Park Unified School District
Attn: Dr. Jeff Davis, Superintendent
5801 Conifer Street
Oak Park, CA 91377
Phone: 818 735-3206
Email: jdavis@opusd.org

Oak Park Unified School District
Attn: Dr. Jay Greenlinger, Director of
Curriculum & Instruction
5801 Conifer Street
Oak Park, CA 91377
Phone: 818 735-3271

COLLEGE DISTRICT:

Ventura County Community College District
Attn: Dr. Cynthia Herrera, Vice Chancellor,
Institutional Effectiveness, Academic Affairs,
and Educational Services
761 East Daily Drive, Suite 200
Camarillo, CA 93010
Phone: 805-652-5516
Email: cynthia_herrera@vcccd.edu

Moorpark College
Attn: Dr. Julius Sokenu, President
7075 Campus Road
Moorpark, CA 93021

Email: jgreenlingeropusd.org

Phone: 805-553-4864

Email: jsokenu@vcccd.edu

Moorpark_College

Attn: Khushnur Dadabhoy, Dean of Student Learning

7075 Campus Road

Moorpark, CA 93021

Phone: 805-553-4012

Email: kdadabhoy@vcccd.edu

3. This Addendum's Relationship to the Agreement

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

4. Terms Specific to this Addendum

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

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

4.1.1. The Dual Enrollment Courses offered are for the purposes defined in the Agreement, and including, but not limited to:

4.1.1.1.Preparing students for transfer;

4.1.1.2.Improving high school graduation rates;

4.1.1.3.Helping high school pupils achieve college and career readiness;

4.1.1.4.Offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless career technical education pathways from high school to community college. The approved courses are listed in **Exhibit "A"** to this Addendum.

IN WITNESS WHEREOF, the SCHOOL DISTRICT and the COLLEGE DISTRICT have executed this AB 288 Addendum as follows:

Date: _____

OAK PARK UNIFIED SCHOOL DISTRICT

By: _____

Dr. Jeff Davis
Superintendent

SIGN HERE

Date: 01/14/2022

VENTURA COUNTY COMMUNITY COLLEGE
DISTRICT

By: _____

Dr. Cynthia Herrera
Vice Chancellor
Institutional Effectiveness, Academic Affairs,
and Educational Services

EXHIBIT “1-A”

EDUCATIONAL PROGRAMS AND COURSES

[TO BE FILLED OUT FOR EACH PROGRAM/COURSE]

Course Title:	
Location where Course will be offered:	
Name of instructor/on-site supervisor:	
Time the Course will be offered:	
Performance objectives of course:	
College credits offered for Course:	
Name of CCAP Party that will be the employer of record for the CCAP Instructor:	
If this Course is being offered as part of a sequenced, pathway-aligned program, name the pathway and primary high school site lead:	
Method for addressing schedule alignment (If any):	
Source of funding:	
Efforts to reduce costs:	
Cost of books and materials required for course:	
Learning Assessment Criteria:	
Number of educational hours of course:	
Number of high school students to be served by Course:	
Number of Full-time Equivalent Students (FTES) projected to be claimed by the community college district:	
Criteria to assess the ability of students to benefit from course offered pursuant to AB 288 CCAP Partnership Agreement:	
Additional support services including tutoring:	
Name of CCAP Party that will assume reporting responsibilities pursuant to federal teacher quality mandates. (Ed. Code, § 76004(1)):	
Other specifics related to CCAP Course:	

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 15, 2022

SUBJECT: B.2.d. APPROVE AGREEMENT WITH VENTURA COUNTY RESOURCE CONSERVATION DISTRICT FOR HABITAT ASSESSMENTS AND RESTORATION FOR MONARCHS- OVERSTORY AND NECTAR ENHANCEMENT AND EXPANSION (HARMONEE) PROJECT

ACTION

ISSUE: Shall the Board of Education approve the agreement with Ventura County Resource Conservation District for Habitat Assessments and Restoration for Monarchs-Overstory and Nectar Enhancement and Expansion (HARMONEE) Project?

BACKGROUND: OPUSD and the Ventura County Resource Conservation District (VCRCD) seek an agreement to enhance certain areas of OPUSD campuses and offer community education programs related to native pollinators. This project will assess and enhance approximately two (2) acres of critical breeding and migratory habitat for Monarchs and other pollinators at Oak Hills Elementary School, Red Oak Elementary School, and Oak View High School/Oak Park Independent School within the District; and increase public knowledge and awareness of practical and easily implemented mitigation measures through an extensive community outreach and education campaign in tandem with OPUSD efforts. VCRCD will also hire 3 student interns to support the program. The Agreement as recommended by District's risk management and is included for the Board's Review.

FISCAL IMPACT: None

BOARD POLICY: Pursuant to Board Policy 3312 - 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 OPUSD Goals:
2.g. Collaborate with local business/leaders, families, and community groups to implement internships, mentorship, and other programs that provide additional career-related opportunities for students.
3.e Deepen student learning through nature-based experiences and environmental stewardship in the instructional program, to foster creativity, play, and experiential and inquiry-based learning.

ALTERNATIVES: 1. Approve the agreement with Ventura County Resource Conservation District for Habitat Assessments
2. Do not approve.

RECOMMENDATION: Alternative #1

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

BOARD OF EDUCATION MEETING, FEBRUARY 15, 2022

Approve the Agreement with Ventura County
Resource Conservation District for Habitat Assessments
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	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

Land Owner Agreement

This Agreement (the “Agreement”) is made and entered into this February 16, 2022 by and between Oak Park Unified School District, a California Local Educational Agency (hereinafter referred to as “LEA”) and Ventura County Resource Conservation District a Special District of the State of California, (hereinafter referred to as “VCRCD”) (collectively, LEA and VCRCD are referred to as the Parties)

Recitals:

1. Whereas LEA owns property, located in Oak Park, CA, as more particularly described in Exhibit A (the Premises), suitable for the purposes of VCRCD.
2. Whereas LEA desires to allow VCRCD to use the Premises for such purposes on the terms and conditions hereinafter set forth.
3. Whereas VCRCD desires to use the Premises as described herein for such purposes.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Assess to Premises.** Subject to the terms and conditions of this Agreement, LEA hereby allows the use of the Premises, as described in Exhibit A, attached hereto and incorporated herein by this reference, to VCRCD. LEA shall at all times retain legal title to the Premises.
2. **Use of Premises.** VCRCD will use Premises as more particularly described in Exhibit B, Use of Premises, attached hereto and incorporated herein by this reference. VCRCD warrants and represents that its use of the Premises will comply with applicable Federal, State and local laws, regulations, ordinances, codes and orders, including all health orders.
3. **Common Areas.** The Parties recognize that the Premises is located on property used by the LEA. As such, VCRCD, as well as the LEA, will also have non-exclusive rights to use areas within the property designated as common space or areas, as more particularly described in Exhibit A, including, but not limited to, walkways, common restroom facilities, play areas, and parking spaces designated for the Premises (Common Area).

VCRCD shall be responsible for any damage to the Common Areas caused by it's officers, agents, employees, volunteers, attendees, or guests and shall reimburse the LEA for any costs incurred to repair such damage, to be determined and charged at the sole discretion of the LEA. VCRCD understands that access to the Common Areas is not guaranteed as access is shared with the LEA and access may be limited periodically for repair, cleaning, or restoration, at the LEA's discretion.

4. **Employees, Participants, and Guests.**
 - a. VCRCD is authorized to allow the following persons to enter the Premises for purposes of VCRCD's operations (collectively VCRCD Personnel):
 - 1) Staff employees conducting VCRCD operations, cleaning the Premises, and making repairs authorized by this agreement,

- 2) Participants of VCRCD operations,
 - 3) Contractors and vendors as may be hired by VCRCD,
 - 4) Other guests reasonably related to the operations of VCRCD.
- b. VCRCD shall remain solely responsible for any and all actions by VCRCD Personnel and shall indemnify the LEA in accordance with section 17 for any and all claims, demands, monetary or other losses, loss of use, damages and expenses.
5. **Equipment, supplies, and Property.** VCRCD may store and maintain any equipment, supplies or property related to the operations of VCRCD on the Premises. VCRCD shall remain solely responsible for any equipment, supplies or property and shall indemnify the LEA in accordance with section 17 for any and all claims, demands, monetary or other losses, loss of use, damages and expenses.
6. **Term of Agreement.** The term of this Agreement shall commence on February 16, 2022, and terminate on September 1, 2024, unless extended or earlier terminated as provided herein.
7. **Option to Renew.** VCRCD may have the right to renew the Agreement with a total of three (3) renewal periods with each term being one (1) year which may be exercised by giving written notice to the LEA no less than 60 days prior to the expiration of the Agreement or renewal period.
8. **Termination or Amendment.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party 90 days advance written notice. Rent payment for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God or other events beyond the reasonable control of the applicable party. Such events include, but are not limited to, natural disasters, power outages, acts of terrorism, acts of war, civil unrest or riots, labor disputes, government orders, epidemics, pandemics quarantines, or equipment failure. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
9. **Alterations.** VCRCD will not make or allow any alterations, installations, additions, or improvements in or to the Premises without LEA's prior written consent, which may be withheld in LEA's sole discretion.
10. **Obligations of VCRCD**
 - a. The VCRCD shall provide all materials, furnishings, and equipment necessary for the use of the Premises. VCRCD is responsible for all costs associated with such materials, furnishings, and equipment.

- b. VCRCD agrees to comply with and observe all provisions of the California Education Code, California Vehicle Code, California Code of Regulations, Federal Code of Regulations and all other applicable laws, rules, regulations, and public health orders as prescribed by the United States Government and the State Department of Public Health, County Department of Public Health, Governor or other state and local agencies related to schools, and operations of VCRCD in the use of the Premises, including school reopening plans adopted by the LEA. VCRCD will, at its own cost and expense, review, follow and implement safety and health measures as part of school reopening or operations planning, including, but not limited to, social distancing, masks and sanitization of the Premises.
11. **Compliance with Laws.** In addition to section 16.e., VCRCD hereby agrees that VCRCD, officers, agents, employees, and subcontractors of VCRCD shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.
12. **Non-Discrimination and Equal Opportunity.** VCRCD represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.
13. **Legal Restrictions.**
- a. No drugs, alcohol, tobacco products, e-cigarettes, or vape products are allowed on the Premises at any time.
 - b. The carrying of weapons is not allowed on the Premises except by on-duty, sworn law enforcement personnel.
 - c. No device with produces flames, sparks, smoke, or explosions is allowed on the Premises without prior written permission of the LEA, which may be withheld in LEA's sole discretion, and appropriate safety measures and permits are in place.
 - d. LEA reserves the right to remove any person or persons at any time from the Premises that LEA deems, in its sole discretion, to be unruly or a threat to the safety, welfare or security of the Premises or LEA personnel.
14. **Hazardous Materials.**
- a. During the term of this Agreement or extension thereof, VCRCD shall not use or cause to be used any hazardous or toxic substances or materials, otherwise store, or dispose of any such substances on the Premises without prior written permission from LEA, which may be withheld in LEA's sole discretion.
 - b. Notwithstanding the foregoing, VCRCD may use any ordinary and customary materials reasonably required to be used in the normal course of VCRCD's operations such as office supplies and cleaning supplies. Such supplies shall be used in compliance with any applicable laws, regulations, and LEA policies.

15. **Right of Entry:** It is agreed and understood that the LEA and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the LEA under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance, or repair of the Premises.
16. **Notices.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
- Personal delivery,
 - Overnight commercial courier,
 - Certified or registered prepaid U.S. mail, return receipt requested, or
 - Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the LEA and the VCRCD as follows:

Local Educational Agency

Attn: _____

Street

City, State, Zip Code

E-mail Address

Telephone

VCRCD

Attn: DEBRA GILLIS

PO BOX 147, 3380 Somis Rd

Street

Somis CA 93066

City, State, Zip Code

debragillis@sbglobal.net

E-mail Address

805-764-5133

Telephone

17. **Indemnification.** To the fullest extent permitted by law, VCRCD agrees to defend, indemnify, and hold harmless LEA, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness,

18. **Insurance.** VCRCD, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- | Each Occurrence | Aggregate |
|-----------------|-----------|
|-----------------|-----------|

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

b. Automobile Liability. VCRCD shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Commercial vehicles: \$1,000,000.00 combined single limit

- In the case of any such work which is subcontracted, VCRCD shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless

such employees are covered by the protection afforded by the VCRCD's Workers' Compensation Insurance.

- d. VCRCD's insurance is primary and will not seek contribution from any other insurance available to the LEA.
- e. Certificates of Insurance. VCRCD shall provide certificates of insurance to the LEA, with LEA as certificate holder, as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the LEA, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before commencement of this Agreement.
- f. Endorsements. VCRCD's and any and all VCRCD subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the LEA, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.
 - 1) General Liability
 - ☐ Use of Agreement Premises: CG 20 11 10 01;
 - 2) Primary, Non-Contributory
 - ☐ CG 20 01 01 13
 - 3) Waiver of Subrogation
 - ☐ CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - ☐ CA 20 48 10 13
- g. Failure to Procure Insurance. Failure on the part of VCRCD, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement.

19. **Dispute Resolution** The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in County of Ventura, State of California or County of Ventura, State of California pursuant to the rules of the American Arbitration Association.

20. **Attorneys' Fees.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

21. **Nature of Agreement.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the Agreement and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
22. **Nature of Relationship.**
- a. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, employment or agent relationship, or other agreement between the LEA and VCRCD. VCRCD is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the LEA or to bind the LEA in any manner.
 - b. VCRCD shall not imply, indicate or otherwise suggest that VCRCD's use of the Premises and/or related activities are connected or affiliated with, or are endorsed, favored, or supported by, or are opposed by the LEA. No signage, notices, or other material may reference the LEA, any school name, logo or mascot without the prior written permission from LEA, which may be withheld in LEA's sole discretion.
23. **Binding Effect.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
24. **Waiver.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
25. **Severability.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
26. **Paragraph Headings.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
27. **Counterpart Execution: Electronic Delivery.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.
28. **Authority.** VCRCD represents and warrants that VCRCD has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each

party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

By:

Local Educational Agency

Signature

Name

Title

Street

City, State, Zip Code

E-mail Address

Telephone

VCRC

Signature

Name

Title

Street

City, State, Zip Code

E-mail Address

Telephone

Debra Gillis

DEBRA GILLIS

EXECUTIVE DIRECTOR

PO Box 147, 3380 Somis Rd

SOMIS CA 93066

debragillis@sbcsd.org

805-764-5133

Exhibit A



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. This product was produced by the Ventura County Resource Conservation District.

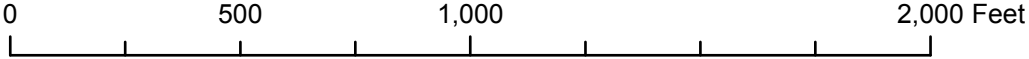


Exhibit B

RESTORATION AND MAINTENANCE. The VCRCD shall implement a restoration project on the property in accordance with the grant agreement, including, eradication of non-native plants, collection of seeds or cuttings, and planting of appropriate native species. The VCRCD shall maintain the project through September 2024, and shall monitor and maintain the improvements as necessary to maintain the habitat values and/or functionality of the installed infrastructure during the implementation phase of this agreement, September 2024; after which, VCRCD shall handover complete Project monitoring maintenance to the LANDOWNER.

POST-IMPLEMENTATION MONITORING. The VCRCD shall continue post-implementation monitoring through the defined Project Life. Monitoring will entail a minimum of once per year site visit by VCRCD with one or two staff members.

INSPECTION. The VCRCD and the LANDOWNER shall permit the SMMC, its agents or employees, and the Department of Fish and Wildlife to visit the project site at agreed-upon intervals, but not less than once every three years, during the term of this agreement to evaluate the success of the restoration.

EXHIBIT C



Mark Mooring, President
Mike Mobley, Vice President/Treasurer
Merrill Berge, Secretary
Kevin Cannon, Director
Tom Crocker, Director
Bill Morris, Director
Sean Anderson, Director

June 15, 2021

Subject: REVISED - Ventura County Resource Conservation District Proposal Submission to the Special Proposition 68 Grant Solicitation for Monarch Butterfly Recovery Projects.

Dear Santa Monica Mountains Conservancy,

The Ventura County Resource Conservation District (VCRCD) is pleased to provide a **REVISED** comprehensive Monarch Butterfly restoration proposal for the Special Proposition 68 Grant Solicitation for Monarch Butterfly Recovery Projects. The VCRCD believes that this proposed project is essential in performing the necessary actions to conserve and bolster the Monarch population. Furthermore, VCRCD believes working with the U.S. Fish and Wildlife Service and an environmentally centric School District, such as the Oak Park Unified School District, can create a model for similar and successful collaborations throughout the State of California. It is critical that steps are taken on a local and regional scale across jurisdictional boundaries to conserve and protect important habitat for both Monarch Butterflies and pollinators.

The following are changes represented in the grant narrative and following attachments:

- Reduced actual restored acreage from 3 acres to approximately 2 acres.
- Restoration will occur at three OPUSD Schools, instead of four schools.
- Reduction of one project intern down to three interns.
- Reduction in staff time to create and attend outdoor classrooms/community meetings and other reductions in other volunteer/planting days.
- Reduction of four restoration plans down to three.
- Incorporation and partnership with the US Fish and Wildlife Service Partners Program – matching \$22,375 for supplies.

Thank you for this opportunity, we look forward to future collaboration. Should you have any questions or concerns, please feel free to contact the VCRCD using the contact information below.

Sincerely,

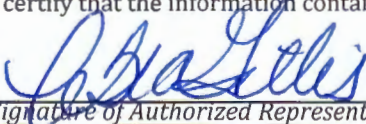

Andrew Spyрка
Resource Conservation Specialist
Ventura County Resource Conservation District

andyspyrka.vcrd@gmail.com
805-764-5135 (work)
707-291-8327 (mobile)

The following are **REVISED AND UPDATED** attachments to the proposal narrative:

Attachment 1:	OPUSD Letter of Support
Attachment 2:	Top 50 CA OW Sites
Attachment 3:	No Chemical Use Policy
Attachment 4:	VC BOS Monarch Policy
Attachment 5:	Grantee Data Sheet
Attachment 6:	STD 204 Payee Data Record
Attachment 7:	CCC Consultation Application
Attachment 8:	Project Budget
Figure A:	Monarch Decline
Figure B:	Proposed RCD Flyway Network
Figure C:	OPUSD Restoration Locations

SANTA MONICA MOUNTAINS CONSERVANCY GRANT APPLICATION			
Project Name: Habitat Assessments and Restoration for Monarchs - Overstory and Nectar Enhancement and Expansion Project (HARMONEE)		Amount of Request: <u>\$85,000</u>	
Applicant Name: Ventura County Resource Conservation District		Total Project Cost: <u>\$122,345.00</u> Matching Funds: <u>\$37,345.00</u> Lat/Long: Rough CenterPoint's: <u>Oak View High School/Oak Park Independent</u> 34.171266, -118.764379 <u>Oak Hills Elementary</u> 34.180646, -118.776665 <u>Red Oak Elementary</u> 34.176117, -118.782016	
Applicant Address: 3380 Somis Road, Somis, CA 93036		Project Address:	
		County	Senate District
		Ventura	27
Phone: (805) 764-5135 Email: andyspyrka.vcrd@gmail.com		Tax ID: 95-2666744	
Grantee's Authorized Representative:			
Debra Gillis, Executive Director <i>Name and Title</i>		661-305-3405 <i>Phone</i>	
Overhead Allocation Notice:			
<input type="checkbox"/> Any overhead costs will be identified as a separate line item in the budget and invoices. <input type="checkbox"/> The Conservancy encourages grantees to reduce overhead costs including vehicle and phone expenses. <input type="checkbox"/> The overhead allocation policy has been submitted prior to, or with, the grant application.			
Outreach and Advertising Requirement:			
<input type="checkbox"/> Applicant has read the staff report and board resolution regarding contract policies. <input type="checkbox"/> Applicant has adopted contract policies for the purpose of increasing outreach and advertising to disadvantaged businesses and individuals.			
<i>All check boxes must be checked</i>			
Brief Project Description:			
<p>This project will assess and enhance approximately two (2) acres of critical breeding and migratory habitat for Monarchs and other pollinators at three (3) schools within the Oak Park Unified School District (OPUSD); and increase public knowledge and awareness of practical and easily implemented mitigation measures through an extensive community outreach and education campaign in tandem with OPUSD efforts.</p>			
<p style="text-align: right;">*attach additional pages with project detail</p>			

Tasks / Milestones:	Budget:	Completion Date:
Please see milestone discussion/timelines at end of narrative.	Please reference Attachment 8: Project Budget, for a detailed line item budget.	September 1, 2024 -3 year project timeline
Milestone 1: Project kick-off		
Milestone 2: Site Catalog & Resource Inventory/Baseline		
Milestone 3: Restoration Plan Creation		
Milestone 4: Restoration Plan Finalization, Implementation, & Waystation Certification.		
Milestone 5: Education & Outreach		
For Acquisition Projects:	APN(s): N/A	
	Acreage: N/A	
I certify that the information contained in this Grant Application form, including required attachments, is accurate.		
 _____ <i>Signature of Authorized Representative</i>		 _____ <i>Date</i>
STATE OF CALIFORNIA ♦ THE NATURAL RESOURCES AGENCY		

The Western Monarch (Monarch) is one of the most well-known and iconic butterflies in North America, indelibly woven into our shared cultural and historical experience. This is particularly true for coastal Californians, many of whom live near the same locations where, in the winter, Monarchs cluster together seeking shelter from the inland cold. While many see the Monarch migration between inland and coastal areas as a welcome sign of the change in seasons, recent years' migration numbers invoke a different image, that of a species suffering from significant population decline. Historically, Monarchs were often seen in gardens, agricultural edges, and natural settings, including coastal overwintering (OW) sites such as Pismo Beach, which hosted 230,000 butterflies in 1990. In 2020, however, only about 2,000 Monarchs were counted at all monitored California OW sites (westernmonarchcount.org/data), a dramatic decline of over 99.9% (reference Figure A: Monarch Decline). This continues a recent trend since, according to the Xerces Society, only 30,000 Monarchs were sighted at all OW sites in the last two years, foreshadowing the extinction of a drastically threatened species. This precipitous decline is attributed to multiple stressors, including climate change, disease, habitat degradation and loss, a decline in native milkweed and nectar plants, and an overabundance of pesticide use. While no single remedy will address all of these factors, it is clear that many of these threats to Monarchs can be mitigated or eliminated during their migration season within Ventura County through strategic planning and implementation. This Project will provide a framework of adaptable mitigation measures that other organizations can emulate statewide when planning and implementing Monarch restoration projects throughout California, a critical leg in the 2,000-mile Western Monarch migration.

The proposed Habitat Assessments and Restoration for Monarchs - Overstory and Nectar Enhancement and Expansion Project (HARMONEE), herein referred to as "Project," can be classified under the Resource Protection and Restoration Project category of the Prop 68 funding opportunity offered by the Santa Monica Mountains Conservancy. This Project will not only act as a complement to the current Monarch and Pollinator conservation efforts that Ventura County Resource Conservation District (VCRCDD) is conducting, i.e., creating a Monarch Flyway Network (vcrdd.org/monarchs), it will also provide a necessary leg between restored coastal OW habitat and critical inland breeding and migratory habitat (BMH) (reference Figure B: Proposed RCD Flyway Network). This Project, in partnership with the Oak Park Unified School District (OPUSD), located within the Santa Monica Mountains Conservancy Sphere of Influence, the Rim of the Valley, and directly adjacent to a regional wildlife corridor; and in partnership with the US Fish and Wildlife Service, will restore approximately 2 acres of BMH at three (3) of OPUSD schools (Oak View High School, Oak Hills Elementary, and Red Oak Elementary) (reference Figure C: OPUSD Restoration Locations). OPUSD is a dedicated partner (reference Attachment 1: OPUSD Letter of Support) with holistic environmental values and can demonstrate the linkage of nature and an urban environment as part of the proposed County-wide VCRCDD Monarch Flyway Network, discussed in-depth later. OPUSD has already begun incorporating Monarch and pollinator habitat in educational native gardens at various campuses, is designated by the Green School National Network as an Accelerator District, does not use pesticides District-wide, created a Monarch educational program and environmental clubs/classes for students, and has a dedicated UC Cooperative Extension Master Gardener/District Garden Specialist on staff, Debra Leith, who will use the restoration sites as an extension to her garden program for the students. Furthermore demonstrating OPUSD's commitment to the greater effort of environmental stewardship, one of the three restoration locations, Oak View High School (a continuation high school), OPUSD took a unique approach with the students, demonstrated below:

"Our continuation high school is a nature-based program – these students take many trips and engage in ecosystem restoration, practicing real-life community service and science. Oak View High School's change to a nature based program was developed as a way to engage students whose needs were not met at the comprehensive high school. Many of these students have difficult life circumstances, or have a need to work to support themselves. Oak View needed to develop a central theme and focus for students, and drew upon our district goals and moral imperatives for its inspiration. While Oak View opened decades ago, the changing landscape of alternative education led to this shift. These days, Oak View students can be found removing invasive plants from Anacapa Island or hiking the trails of Yosemite; activities not usually found in alternative high school programs. With hits 100% graduation rate, Oak View serves as a model for engaging credit deficient students." (OPUSD Staff).

OPUSD has already demonstrated its commitment to the natural environment, allowing its School District to be a model for the future creation of Monarch waystations (monarchwatch.org/waystations). This partnership will demonstrate that waystations can be emulated in other school districts throughout the West with confidence and ease while also providing a layer of soft protection for sensitive habitat locations, something desperately needed on the State and Federal level but not quite yet enacted. It is understood that a partnership between OPUSD and the VCRCD will enhance and expand current efforts across the selected OPUSD schools by inventorying current resources and adding necessary pollinator and nectar resources along with essential native milkweed for breeding habitat. In addition to the restorations, VCRCD will erect educational signage at all restoration locations, discussing the greater effort and funders, assist with creating a robust youth engagement and educational program around Monarchs and pollinators for the students, offer community planting days, and officially register each restoration site as a waystation with Monarch Watch. Registering each restoration as a Monarch waystation allows the Project to contribute towards the national network of 32,000 waystations across the United States, which:

"...is a project developed by Monarch Watch to connect and support schools who have pollinator gardens and/or incorporate monarchs into their curriculum. Monarch Waystations are places that provide resources necessary for monarchs to produce successive generations and sustain their migration.." (MonarchWatch.org).

OPUSD's current efforts further meet the mission of Monarch Watch because they too:

"...aim to facilitate the use of a garden as a learning center - a center for discovery, self-instruction, and sharing of knowledge by the students. We do not intend to provide all the answers, instead we intend to guide learners to ask questions and then seek their own answers." (MonarchWatch.org).

This Project, through adaptive management, is part of a greater effort that spans across watersheds and creates a greener Southern California by expanding, improving, and connecting essential open space throughout the region while also contributing to the proposed VCRCD Monarch Flyway Network through the enhancement and restoration of critical inland BMH sites for Monarchs and other pollinators. The Project will help contribute to a Regional Monarch Population Support Plan, complement the current Wildlife Conservation Board funded Monarch conservation efforts in Western Ventura County, and address the priorities of the Monarch Regional Advisory Committee (MRAC.vcrcd.org/mrac), a multi-disciplinary group chaired by the VCRCD, comprised of regional Monarch

experts and stakeholders. This Project, in conjunction with the Monarch Flyway Network, will encompass large open areas within Ventura County to support the migratory Monarch's life cycle by reducing flying distances between restored overwintering sites and restored BMH sites and increasing and diversifying the availability of floral resources for Monarch's traveling between OW and BMH sites. This Project, in conjunction with current VCRCD restoration efforts, accomplishes four of the "Five Key Steps To Recovering The Western Monarch Population" outlined by the Xerces Society (<https://xerces.org/western-monarch-call-to-action>):

- 1) Restore breeding and migratory habitat (BMH),
- 2) Protect Monarchs and their habitat from pesticides,
- 3) Answer key research questions about how to best aid Monarch recovery, and
- 4) Restoration of Monarch habitat outside of California.

Although the fifth key step, the Protection and Proper Management of California OW Sites, is not within the scope of this Project, it is important to note that HARMONNE will complement this effort since VCRCD is currently restoring critical Monarch OW habitat in both Ventura and Santa Barbara Counties (vcrd.org/monarchs).

Project Objectives to be Achieved by the End of This Proposed Grant Period, September 30, 2025.

Protect, Manage, and Restore Monarch Overwintering Sites – Although not included in this Project proposal nor an objective of this proposal, it is complementary to discuss VCRCD's short- and long-term Monarch OW site restoration goals. Due to the recent Federal decision to preclude listing the Monarchs as endangered, there are no legal protections afforded to the Monarchs or the habitat needed for their recovery even though the species has seen over a 99 percent decline in populations recently. This facilitates an increased potential for habitat destruction, especially at essential OW locations, most of which feature non-native trees, eucalyptus specifically, which also have no protections. During the fall-spring OW period, Monarchs need sites with groves of tall trees in which to roost along with areas of sun exposure and adjacent resources such as fresh water and nectar plants. In this regard, Ventura County is a critical element in the recovery of the Monarchs since the County has an impressive number of well-known OW sites, some of which classify in the top 50 important California sites according to the Xerces Society (reference Attachment 2: Top 50 CA OW Sites). In recognition of Ventura County's importance to the Monarch's recovery, VCRCD has received \$75,000 from the CA Association of RCDs and an additional \$50,000 from the U.S. Fish and Wildlife Service (USFWS) Partners Program to enhance, restore, and create detailed Habitat Management Plans for three OW sites (Hueneme Masonic Cemetery, Carpinteria Creek, & Douglas Family Preserve). This effort has been underway for a year and is wrapping up Phase 1, i.e., creating Habitat Management Plans. Phase 2, i.e., groundwork/restoration, began in March 2021 and is expected to be fully complete by February of 2022.

Monarch's cannot successfully complete their migration to (or begin their migration from) OW sites if there are insufficient BMH sites. Therefore, in addition to these funded OW efforts, VCRCD received an additional \$90,000 from the USFWS under the Partners Program to contribute towards the County-wide HARMONNE effort and is applying for an uncompetitive solicitation from the Wildlife Conservation Board (WCB), requesting an additional \$500,000. If fully funded, these efforts will restore ten (10) BMH locations in Ventura County, create two (2) detailed Habitat Management Plans at additional OW locations in Ventura County, organize an early Monarch migration alert system, and implement an extensive community engagement and education campaign county-wide through plant giveaways, fair

booths, community meeting presentations, and much more (Figure B: Proposed RCD Flyway Network). The pre-proposal is already being considered by the WCB, approved by the WCB restoration manager, the Assistant Director, and is now on the Director's desk. VCRCD expects a decision from WCB by the end of May 2021 and anticipates moving forward with the final proposal to be funded in Fall 2022. Similarly, VCRCD expects a funding decision from USFWS by Summer 2021.

Objective 1: Restore Breeding and Migratory Habitat (BMH) in CA - Supplemental to OW locations, and essential if Monarch populations are to complete their life cycle, are BMH sites, which require a variety of native flora resources. This Project will create and implement three (3) Restoration Plans (RP), ensuring that Monarchs have stable, accessible nectar and milkweed resources to support their migration and breeding requirements by planting essential and locally acclimated flora species at all three (3) proposed BMH sites at OPUSD campuses (Figure C: OPUSD Restoration Locations). The actual restored acreage for these three (3) BMH locations will be approximately 2 acres; each proposed BMH restoration footprint will vary between 0.5-1 acre. Restored BMH sites will include: native milkweed, the only species that Monarchs use for egg-laying and that caterpillars use for food; buffers for the avoidance of insecticides; and minimal, well-timed management that limits impacts to all pollinators. It should be understood that while the primary goal is to conserve and promote Monarch habitat, restoring BMH for Monarchs is a multi-beneficial effort that not only contributes to overall Monarch recovery but also enhances other local and regional pollinator populations, including native bees that are essential for food production in Ventura County, a top-10 California agricultural county.

Due to the number and wide geographic distribution of Monarch OW destination sites within Ventura County, restoration of BMH sites to link OW sites is a priority and critical to continue the historical migrations while encouraging a healthy, robust, and fit first generation of Monarchs each Spring. RPs for the BMH locations will recommend site preparation procedures such as weed removal and control, seasonally suitable plant palettes, planting locations, watering and maintenance regimes, and monitoring protocols; reference the Milestones & Deliverable section below. RPs will help ensure that sites are attractive and beneficial to Monarchs and other pollinators by providing guidance regarding plants that bloom during early Spring and Fall, necessary time periods for Monarch life cycles when fewer nectar sources are present and when they need strength to complete their migrations. Following RP creation, the Project will clear, prepare, and implement habitat restoration at all three (3) BMH locations and establish baseline data to begin long-term monitoring protocols through extensive, bi-annual habitat surveys.

To facilitate the implementation of RPs at all three (3) BMH sites VCRCD will employ its substantial volunteer force and the OPUSD volunteers/students to assist with site preparation, implementation, and maintenance. The VCRCD will also recruit three OPUSD students to act as “interns” at each project restoration, learning valuable job training skills, such as site assessment, management, maintenance, implementation, benefits of natives, planting skills, and more. In fact, VCRCD has already received an inquiry from one such OPUSD student and expect to source additional interns from the OPUSD environmental courses. In addition to VCRCD/OPUSD volunteers, grant funds will be used to employ the California Conservation Corps (CCC), who will assist with site preparation and restorations involving, but not limited to, clearing, planting, irrigation installation, etc. (reference Attachment 7 - CCC Consultation Application). As discussed, OPUSD has a dedicated Master Gardener and established “Outdoor Garden Program” for students, which ensures the restorations remain relevant and as an active learning environment, offering continued opportunities to students past this grant term to learn about and help maintain the garden. Furthermore, this Outdoor Garden Program emphasizes plant science

education, linking to Core Curriculum for wider science objectives, language arts and art, while also including environmental science, sustainability and environmental stewardship. In addition, VCRCDC expects to use grant funds towards educational efforts for those students and community members who participate in the BMH restorations. This may result in, but is not limited to, attending a handful of the weekly outdoor classroom sessions to meet and provide educational talks and enhance the curriculum, erect infographic/educational signage at each site, host outdoor workshops & volunteer planting days, and use grant funds to offer native seed packets for volunteers and students who participate in RCD-sponsored events.

VCRCDC will be responsible for ongoing monitoring and maintenance for all restored sites during the proposed grant period through September 1, 2024, at which point the OPUSD ground maintenance staff will assume long-term site maintenance and monitoring. It should be understood that the VCRCDC expects to have a long-lasting, sustainable relationship with OPUSD. VCRCDC has every intention of continuing to work with the OPUSD after the term of this grant, seeking additional funding for more restorations and to continually host environmental education outreach events for both students and the surrounding community. Partnering with OPUSD, an environmentally-centric School District, will inherently result in long-term protections of restored habitat in residential areas that often see more development than conservation efforts while simultaneously creating essential “waystations/pitstops” for resident pollinators as well as Monarchs migrating through our region.

Objective 2: Protect Monarchs and their Habitat from Pesticides: HARMONEE will create safe passage for the Monarch population as they migrate through the County of Ventura to both BMH and OW sites along the California Coast. Safe passage will be achieved through a variety of means, one such being partnership with the OPUSD who is part of the Green Schools National Network (greenschoolsnationalnetwork.org/about/), which is:

“a 501c3 nonprofit organization that works with educators, government and non-governmental organizations and agencies, and private partners to create broad-based initiatives and successful strategies aimed at fostering healthy, sustainable K-12 schools across the United States. Founded in 2008 by principals, superintendents, and teachers, GSNN is devoted to accelerating student achievement through the implementation of green, healthy, and sustainable practices as outlined in our GreenPrint® for Green, Healthy, and Sustainable Schools.”
(greenschoolsnationalnetwork.org).

In tandem with OPUSD’s no-chemical use policy (reference Attachment 3: No-Chemical Use Policy), this effort will ensure that restored BMH habitat remains protected from chemical stressors, reducing the likelihood of chemical uptake by foraging Monarchs, increasing individual long-term fitness and the larger population’s migratory success. In addition, the VCRCDC will use grant funds to begin forming a County-wide Safe Passage Program, which will be achieved through a variety of means, one such being an innovative “Monarch Alert” system to Ventura nurseries, farmers, and community members, which will, ultimately, expand to include surrounding counties such as Santa Barbara, San Luis Obispo, and Los Angeles.

VCRCDC has well-established partnerships with Ventura County’s agricultural communities, including farmers, conservation partners, and commodity groups. The agricultural community’s track record of

implementing stewardship practices leads VCRCD to believe that, if alerted, farms near sensitive habitat areas will be willing to reduce chemical spraying during the Monarch migration and breeding time periods. This proposed Monarch-based alert system is the first of its kind, utilizing email list servers, with an ultimate goal of a free-to-download app-based platform that will send out timely email notifications to encourage Monarch stewardship actions such as reduce spraying, cut back non-native milkweed, and plant native milkweed for migrating Monarchs. The goal of the alert system is to holistically engage the greater community of Ventura County, informing residents on the proper way to prepare and assist the Monarch's on their migration, while also providing scientifically based educational materials and links to learn more about Monarchs. Signs will be publicly posted at each of the three (3) BMH restoration locations, displaying alert system links and contact information to facilitate program sign-ups. VCRCD will outreach to local farmers, nurseries, municipalities, environmental trusts/organizations, and other stakeholders to sign-up, so they too can become aware of the migratory season and attempt to mitigate their impacts on the Monarch population.

Objective 3 – Outreach, Education and Regional Coordination:

Outreach - As previously mentioned, this Project will actively increase local community awareness by hosting public educational outreach/planting days and posting ads in local and regional papers to outreach the Monarch Alert system. Specifically, VCRCD will engage with community members at all three (3) BMH restoration locations throughout the OPUSD at partnering District schools, resulting in a total of at least six (6) outreach/community planting days. VCRCD will host an educational booth during each public outreach event, targeting 20-40 community members at each event. Outreach materials will include a 1-page educational flyer discussing the Monarch and pollinator decline and other related planting tips, along with what steps to take to contribute to Monarch restoration (Do's and Don'ts), and other science-based educational materials discussing the importance of both Monarchs and pollinators, including Spanish translation when possible. VCRCD will use grant funds to create and hand out native nectar and pollinator seed packets during the outreach events to contribute to the proposed County-wide Monarch Flyway Network, so community members can implement waystations in their own yards. In addition to hosting community planting days, the VCRCD will also participate in at least nine (9) Friday outdoor student classes facilitated by the OPUSD, and three (3) parent-teacher association meetings, one for each restoration location. VCRCD's intention is to inform/encourage all volunteers and school staff to be Citizen Scientists and start cataloging Monarch sightings using the Milkweed Mapper (monarchmilkweedmapper.org) allowing local and regional stakeholders, i.e. MRAC, to gain a better understanding of the Monarch population in Ventura County. Additionally, the VCRCD will outreach efforts through its monthly newsletter and list servers, which has an extensive following of local residents, organizations, and the greater ag community. VCRCD will also host a project webpage at vcrcd.org, further highlighting efforts.

Education – Science-based community education and engagement is essential in restoring the Monarch population. Given the Monarch's current population status, habitat needs to be created anywhere, including in backyards, land preserves, campgrounds, and parks. To push out this message, HARMONEE will work with the OPUSD to expand education, public access, and resource stewardship components by offering community members local outreach/planting days on restoration sites and feature a community engagement web portal hosted on the vcrcd.org website; educating community members and students on actions they can take to contribute to Monarch restorations. Descriptions of current restoration activities, links to educational material, access to information regarding plant material, etc., will be featured on a dedicated HARMONEE webpage hosted by VCRCD. Additionally,

each of the three (3) restored habitat/rearing locations will have one (1) sizeable interpretive sign erected discussing the Project, the actions taken at that site to sustain the Monarchs, as well as actions adjacent landowners may take to help expand upon the restoration benefits into their homes, and of course funder and partner logos. This is meant to educate community members that every beneficial action is significant, no matter how small in scale. The OPUSD has a requirement that all students must go through an outdoor learning course, so it should be understood that the OPUSD will utilize portions of the restored habitat, safely, as outdoor education classrooms for the students, facilitating the creation of an outdoor community area of sorts. These outdoor classrooms typically occur three days per week at OPUSD elementary schools and facilitate the interest of environmentally-centric students while introducing sustainable and ecological concepts to participants.

Establishing Monarch restoration sites within the OPUSD generates an opportunity to educate youth on the impacts of climate change and other human activities on the future of our planet and, specifically the Monarch butterfly. OPUSD is a United States Green Ribbon school district committed to “green initiatives” that promote environmental literacy and implement sustainability practices across its schools. This distinction, amongst other [awards](#) such as the California Green School Leadership Award, EPA environmental youth award, and the US Green Buildings Council, shows that OPUSD is dedicated to furthering environmental and climate education for its students and community. With a Monarch restoration site/waystation on each campus, students and community residents will have the opportunity to interact with signage that emphasizes the importance of climate change awareness and sustainable practices while granting the space to experience first-hand how this restoration program assists the Monarch population. As mentioned in objective three, community planting days will bolster engagement and connection with the sites while also providing an opportunity to educate attendees about the challenges that climate change poses to Monarchs and what can be done to mitigate them.

Regional Coordination - In addition to direct community engagement, this Project will expand the currently formed Monarch & Pollinator Regional Advisory (MRAC, vcrd.org/mrac) group to include additional local and State officials, and private, non-profit, and government agencies. MRAC helps to support and increase participation in the proposed Monarch Flyway Network, presents a centralized hub for Monarch and pollinator information and conservation for the foreseeable future, and works to fund the creation of a Monarch Regional Population Support Plan (Plan). This Plan will be a regional advisory document that provides local policymakers with information and guidance regarding Monarch and pollinator population needs. As discussed, to tie together HARMONEE with other state and national efforts, VCRCDD will register each Monarch Flyway Network BMH site with the Monarch Watch Waystation Network. Similarly, to incentivize community-wide engagement and voluntary actions in support of migrating Monarchs, VCRCDD will work to explore a similar certification and/or recognition process for the proposed Safe Passage Program- This, in tandem with the MRAC, will facilitate the long-term collection and implementation of knowledge about Monarchs, enhancing their habitat sustainability and the overall success rates for individual projects. MRAC will continue to meet quarterly, discussing the current state of Monarch OW and BMH sites in Ventura and Santa Barbara counties and seeking unique ways of expanding MRAC to increase its capacity and funding for the sustainable, long-term management and monitoring of Monarchs and their habitat in these, and other, county's.

Objective 4 - Restoration of Monarch Habitat Outside of California: While the population decline of the Monarch is worrisome, it has also been a call to action for those organizations working to address the underlying causes across the U.S. Additionally, given the cultural and historical ties of the Western

Monarch to communities throughout the western region of the United States, Monarch-related activities enjoy substantial community support and engagement. Given this, VCRCD expects that by actively promoting both the Monarch Flyway Network and the Safe Passage Program, it will demonstrate to communities outside Ventura County and even outside California the actions VCRCD and our partners are taking. The Project will provide abundant online resources and guidance so that other land managers can utilize the information in their regions and contribute to overall Monarch success. Therefore, along with making resources such as planting and restoration guides available on the HARMONEE webpage, all of the comprehensive Restoration Plans created under this grant will be shared willingly and act as guiding principles for any future work offered by any contributing or interested organization across the U.S..

Environmental Review (CEQA):

This proposed Project is exempt under CEQA per Class 4. Sect. 15304 & Class 33 Sect. 15333. The Project will focus on minor environmental restoration and enhancements of Monarch Butterfly Overwintering Habitat to benefit and enhance future Monarch Butterfly populations and is therefore classified as minor alterations to existing lands and/or small habitat restoration project under 5 acres since each project location is separate and in its own parcel.

Climate Change Justification:

According to the Xerces Society, as the climate becomes more temperate, specifically in Southern California, a distinction is being drawn between migratory and residential Monarch populations, resulting in a shift of local needs for both. Climate Change (CC) is one of the many factors affecting the current Western Monarch population and all species. CC has resulted in significant shifts of essential environmental factors across entire regions affecting the availability of specific resources, particularly nectar and milkweed availability, altering the Monarch's historical migration pattern. Monarchs depend on a diverse palette of resources across vast landscapes that are being altered by climate change, thereby subjecting this vulnerable populations to changing, and often volatile, environmental factors. This Project aims to help combat CC by planting native milkweed and early-blooming nectar resources to aid in Monarchs first stop-over event post-winter and will strive to offer safe habitat for any resident Monarchs and pollinators throughout the year. It is essential to maintain Monarch and pollinator habitat corridors, ensuring that the populations can adapt and change with the climate appropriately. Other benefits from this Project will involve implementing innovative climate-based garden practices such as bioswales, displaying the slow, spread, and sink method of water capture into the landscape, while also providing freshwater resources. In addition, this Project will be engaging the local community of Oak Park through outreach events such as parent-teacher association meetings, community meetings, and planting days; providing educational talks during each event, discussing the decline of the Monarch population and educating about long-term stewardship efforts community members can apply to their own gardens to contribute to the restoration and conservation of the species while also battling CC. This message will be further bolstered through interpretive signage erected at each project location, allowing for easily accessible community-wide educational benefits about the issues surrounding the Monarch and pollinator populations.

Furthermore, it is widely understood that the human-built environment has dramatically influenced Earth's carbon cycle. Through the proposed planting of hundreds of natives, this project will combat carbon in our atmosphere through a "carbon-conscious gardening" mentality, otherwise known as carbon farming. The Project plant palette will be a variety of natives, including species with deep, long taproots, allowing for increased carbon storage and reduced water needs, essentially locking carbon into plant tissues and soils for years. Although trees are one of the best vegetation types for carbon sequestration, shrubs play a vital role, making up a majority of residential landscapes; this must be demonstrated on the local community level. Additionally, through the use of mulch, drip irrigation, and well-timed maintenance, this Project will reduce consumptive water needs and create a diverse and robust soil profile, encouraging the growth of essential microorganisms and allow for the establishment of locally threatened species such as native bee populations which need areas of healthy soils to nest.

Restoration & Monitoring Plan Discussion:

As VCRCDC continues restoring Monarch and pollinator habitat throughout Ventura County, contributing to the proposed Regional Flyway Network, it is expected that a better understanding of habitat success is essential to ensure resources are used effectively and efficiently. The VCRCDC will use grant funds to create Restoration Plans (RP) for each project school location, these RP will be created during years 1 and 2 of the Project, to be reviewed and approved by the OPUSD Administrative and Maintenance divisions. RPs will be comprehensive and are expected to include more funding needs than is available under this grant solicitation. It is expected that RPs will be a living document, allowing the VCRCDC and OPUSD to secure additional funding sources to fully implement RPs in the coming years after this grant term, if in tandem. RPs will incorporate the following, but are not limited to:

1. Introduction
 - a. Project Description
 - b. Project Location
2. Existing Conditions
 - a. Topography
 - b. Land Use
 - c. Soils
 - d. Climate
 - e. Vegetation Communities
3. Impacts Summary - discussing impacts in the context of mitigation strategy.
4. Mitigation Strategy

5. Restoration Plan/Implementation

- a. Baseline Conditions
- b. Site Preparation
 - i. Debris Removal
 - ii. Non-Native Plant Removal
 - iii. Erosion Control
 - iv. Soil Amendments
- c. Materials
- d. Installation
 - i. Broadcast Seeding
 - ii. Plantings
 - iii. Erosion Mitigation
 - iv. Irrigation
- e. Schedule

6. Maintenance

- a. Irrigation
- b. Weed Control

7. Monitoring & Reporting

- a. Monitoring
 - i. Monitoring Schedule
 - ii. Success Criteria
 - iii. Qualitative Monitoring
 - iv. Quantitative Monitoring
 - v. Remedial and Contingency Measures
- b. Reporting

- i. Quarterly Reporting
- ii. Annual Reporting

Project Milestones and Deliverables – To be achieved by September 2024.

- **Milestone 1, September 2021: Project kick-off**
 - If awarded, the VCRCDD will meet with OPUSD staff to discuss and finalize an agreement between both entities.
- **Milestone 2, September 2021 - December 2021: Site Catalog & Resource Inventory/Baseline**
 - VCRCDD will create a baseline dataset and visit all restoration locations to catalog the current plant resources on each restoration site
 - Establish long-term monitoring protocols for bi-annual surveys to measure success as restoration is implemented.
 - Work with the OPUSD staff and interns to create a kid-friendly version of bi-annual monitoring.
- **Milestone 3, December 2021 – May 2022: Restoration Plan Creation**
 - VCRCDD will begin and complete work on three (3) Habitat Restoration Plans (RPs).
 - RPs will incorporate innovative climate-based garden practices to conserve resources to the best extent possible; some practices may include, but are not limited to: bioswales, mulching, rain barrels, drought-resistant plantings, precise irrigation delivery, etc.
 - VCRCDD will enter a plan negotiation and review period, sharing all draft RPs with OPUSD staff for review and approval.
- **Milestone 4, May 2022 – September 2024: Restoration Plan Finalization, Implementation, & Waystation Certification.**
 - VCRCDD will finalize and implement approved RPs at all project locations.
 - In September of 2022, the VCRCDD, California Conservation Corps, and volunteers will prepare, clear, and begin the installation of necessary plants and irrigation at all project locations.
 - VCRCDD will continue to seek additional matching funds to implement all aspects of the RPs, funding dependent.

- VCRCD will seek waystation certification for all restoration locations
- **Milestone 5, September 2021 – September 2024: Education & Outreach**
 - VCRCD will work with OPUSD staff to outreach the project throughout the entire grant term & recruit three (3) OPUSD students as Project interns, giving them a job-training experience.
 - VCRCD will attend all applicable community meetings, including but not limited to: 3 Parent-teacher Association meetings, 9 Friday outdoor student classes, and attempt to present at 1 community-wide meeting if applicable, etc.
 - VCRCD will create and erect educational/infographic signage at all restoration locations.
 - VCRCD will encourage all OPUSD staff and Project volunteers to begin using the online Milkweed Mapper application to catalog Monarch sightings.
 - VCRCD will host 6 outdoor workshop planting days for community members & students to be involved with the restoration.
 - VCRCD will create and provide educational toolkits for all volunteers that attend outdoor workshop planting days. These toolkits will provide important information for the local community, such as, but not limited to information discussing planting tips, best plant species, best times to plant, how to care and plant, documenting their own Monarch observations, a butterfly identification key, do's and don'ts, etc.
 - VCRCD will create and outreach the proposed “Safe Passage Program” to community members. Outreach will be achieved through yard signage posted at restoration locations, discussion at community meetings, and email notifications. A list server will be created specifically for the Safe Passage Program along with a timeline of notifications to be disseminated and developed prior to each year.
 - A “Safe Passage Certification” of sorts will be explored for those who sign-up and contribute to the effort.

Project Budget – For a detailed line-item budget, please reference Attachment 8: Project Budget.

Matching Funds Discussion: The Ventura County Resource Conservation District is committed to the proposed Project, and will cover the vehicle costs for this project, equating to \$2,682.00 in match. VCRCD also believes that through dedicated volunteers, a volunteer match of approximately \$6,528.00 can be achieved. OPUSD is providing matching funds through quarterly maintenance by the grounds staff, 4 hours/quarter/site, equating to approximately \$5,760.00. In addition, the U.S. Fish and Wildlife Service is providing \$22,375.00 in match. The total proposed match on this Project by the end of the grant term is expected to be approximately \$37,345.00.

Educating Compassionate and Creative Global Citizens

April 23, 2021

To Whom It May Concern:

This letter serves as the Oak Park Unified School District's (OPUSD) support for a Monarch Waystation project led by the Ventura County Resource Conservation District (VCRCD). The project outlined by VCRCD aligns with our goals and many current initiatives in OPUSD.

OPUSD was, in 2013, the first school district in California to earn the Green Ribbon Award from the US Department of Education. Since then, OPUSD has been a leader in the green schools movement, serving as a leading district in the Green Schools National Network. Our teachers, administrators, and staff regularly present at local, state, and national conferences on environmental education and sustainable school projects. Numerous members of our staff serve on advisory boards for a variety of local, state, and national organizations and agencies related to environmental stewardship.

OPUSD maintains an Environmental Education and Action Committee (EEAC), which includes parents, teachers, students, administrators, community members, and staff. Each year, the EEAC plans activities for Earth Week. This year's Earth Week activities are focused on the Monarch butterfly. Prior to meeting VCRCD, our activities included updating our landscape areas to be certified Monarch waystations, including the germination and planting of milkweed plants. Partnering with VCRCD will allow our planned activities to grow substantially and will allow us to provide greater community outreach and classroom instruction related to the projects. This partnership will allow us to share seeds and seedlings with our students and their families, thus increasing the amount of Monarch-friendly plants in the Rim of the Valley.

When school districts partner with other local agencies, the community benefits from stronger programs, connected community resources, and often leads to greater community awareness of such projects. We believe that a partnership with VCRCD will benefit our 4,500 students, their families, the 12,000 residents in Oak Park, and most importantly, the Monarch butterflies.

OPUSD is committed to working on this project over the course of many years, and we see these waystations becoming an outdoor classroom for the children in our schools.

Sincerely,



Anthony W. Knight, Ed.D.
Superintendent

Jay Greenlinger, Ed.D. , Director of Curriculum and Instruction

Brendan Callahan, Director of Bond Programs, Sustainability, Maintenance, and Operations

Top 50 Priority Sites

Rank	Xerces Database ID#	County	Site Name	Current Population (2010–2014 average)	Decline (from 1997–2001 average)
1	3060	San Luis Obispo	Pismo Beach State Park	25,494	64.8%
2	2732	Santa Barbara	Private Site 2732	12,686	67.6 %
3	2920	Monterey	Private Site 2920	16,362	48.7 %
4	2751	Santa Barbara	Ellwood Main	12,142	58.0 %
5	3056	San Luis Obispo	Morro Bay Golf Course	11,306	61.2 %
6	2935	Monterey	Pacific Grove Sanctuary	11,914	51.8 %
7	3000	Santa Cruz	Lighthouse Field State Beach	7,360	83.6 %
8	2833	Alameda	San Leandro Golf Course	5,350	63.0 %
9	2983	Santa Cruz	Moran Lake	3,915	74.7 %
10	3043	San Luis Obispo	Pecho Road, Los Oso	4,321	64.3 %
11	2998	Santa Cruz	Natural Bridges State Park	2,760	95.1 %
12	3142	Ventura	Arrundel Barranca, Ventura	2,716	82.5 %
13	2765	Santa Barbara	Atascadero Creek	5,138	42.6 %
14	2799	Santa Barbara	Carpinteria Creek	2,445	75.1 %
15	2712	Santa Barbara	Vandenberg AFB, Spring Canyon	1,760	82.0 %
16	2699	Santa Barbara	Vandenberg AFB, Tangair Rd.	2,067	67.8 %
17	2831	Alameda	Ardenwood Historic Farm	1,837	72.4 %
18	3140	Ventura	Vista Del Mar, North Ventura	1,250	94.6 %
19	3151	Ventura	Harbor Boulevard, Ventura	967	87.2 %
20	2800	Santa Barbara	Chevron Park	1,100	74.5 %
21	3051	San Luis Obispo	Toro Creek, South of Cayucos	926	79.4 %
22	3055	San Luis Obispo	Morro Bay State Park	1,095	64.0 %
23	3070	San Luis Obispo	Villa Creek, North of Cayucos	787	85.3 %
24	3058	San Luis Obispo	Montana De Oro State Park	683	97.5 %
25	2755	Santa Barbara	Devereaux School	748	71.4 %

Note: A site is named as numbers only if it is sensitive to public disturbance and/or at the explicit request of the private landowner.

Rank	Xerces Database ID#	County	Site Name	Current Population (2010–2014 average)	Decline (from 1997–2001 average)
26	2832	Alameda	Chuck Corica Golf Course	1,459	31.3 %
27	3057	San Luis Obispo	Eagle Rock, Morro Bay	788	52.7 %
28	2941	Monterey	Plaskett Creek Campground, Los Padres National Forest	430	96.3 %
29	2883	Los Angeles	Busch Dr. & Pacific Coast Hwy., Malibu	417	91.2 %
30	3093	San Luis Obispo	San Luis Obispo Cemetery	337	81.6 %
31	3186	Monterey	Point Lobos State Natural Reserve	287	91.8 %
32	2903	Marin	Stinson Beach	261	98.7 %
33	2986	Santa Cruz	New Brighton/Potbelly, Aptos	394	61.7 %
34	3150	Ventura	Taylor Ranch, North Ventura	250	94.0 %
35	2899	Marin	Purple Gate, Bolinas	233	98.8 %
36	3053	San Luis Obispo	Monarch Lane, Los Osos	202	91.1 %
37	2841	Contra Costa	Point Pinole	197	86.1 %
38	2830	Alameda	Albany Hill	389	33.1 %
39	3121	Sonoma	Bodega Dunes Campground	124	86.8 %
40	2924	Monterey	Andrew Molera State Park	2,176	4.8 %
41	2857	Los Angeles	Encinal Canyon, Malibu	97	96.1 %
42	2909	Marin	Fort Baker, GGNRA	102	89.0 %
43	2980	Orange	Sundance Drive, Costa Mesa	87	91.3 %
44	2949	Orange	San Clemente State Park	61	96.4 %
45	2749	Santa Barbara	Ellwood North	58	98.3 %
46	3054	San Luis Obispo	Sweet Springs, Los Osos	386	13.4 %
47	3149	Ventura	Pt. Mugu State Park	46	97.9 %
48	3031	San Diego	UCSD Coast Site, Azul Street	41	92.6 %
49	3181	Los Angeles	Woodlawn Cemetery	44	83.5 %
50	2855	Los Angeles	Leo Carrillo State Beach, Malibu	35	97.0 %

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Integrated Pest Management

Definition

Integrated pest management(IPM) means a strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using nonchemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. (Education Code 17609; Food and Agricultural Code 13181)

(cf. 3510 - Green School Operations)

School site means any facility used as a child day care facility or for kindergarten, elementary, or secondary school purposes and includes the buildings or structures, playgrounds, athletic fields, vehicles, or any other area of property visited or used by students. (Education Code 17609)

The Oak Park Unified School District has a Pesticide Free Policy that does not allow for the use of toxic pesticides unless an EMERGENCY situation exists. The District strives to never use toxic pesticides, herbicides or rodenticides, and authorizes their use only in the rare event of a grave threat to the health and safety of the school community when effective alternatives are not available. Pesticides that pose the least possible ***hazard and are effective in a manner that minimizes risks to people, animals, property, and the environment*** are used only after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds. (Food and Agricultural Code 13181)

Program Components

The Superintendent or designee shall designate an employee at the district office and/or school site to develop, implement, and coordinate an IPM program that does not allow for the use of toxic pesticides, herbicides or redentocides, unless in case of emergency. In the rare event of a grave threat to the health and safety of the school community where no other effective alternative to the use of pesticide may be used, the Superintendent will be notified prior to any application of pesticides.

The IPM coordinator shall prepare and annually update a districtwide or school site IPM plan based on the template provided by the California Department of Pesticide Regulation (DPR).

The IPM plan shall include the name of the district and/or school IPM coordinator, the pesticides expected to be applied at the school site by district employees and/or pest control applicators, and a date that the plan shall be reviewed and, if necessary, updated. (Education Code 17611.5)

The district shall use pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment. Such pesticides shall only be used after careful monitoring indicates they are needed according to pre-established guidelines and treatment

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thresholds. (Food and Agricultural Code 13181)

The IPM plan and this administrative regulation shall not apply to reduced-risk pesticides, including self-contained baits or traps, gels or pastes used for crack and crevice treatments, antimicrobials, and pesticides exempt from registration by law. (Education Code 17610.5; 3 CCR 6147)

The district's program shall include, but not necessarily be limited to, the following components:

1. Carefully monitoring and identifying the pest population levels and identifying practices that could affect pest populations. Strategies for managing the pest shall be influenced by the pest species and whether that species poses a threat to people, animal, property or the environment.
2. Setting action threshold levels to determine when pest populations or vegetation at a specific location might cause unacceptable health or economic hazard that would indicate corrective action should be taken.
3. Modifying or eliminating pest habitats to deter pest populations and minimize pest infestations.
4. Considering a full range of possible alternative treatments. Such alternative treatments may include taking no action or controlling the pest by physical, horticultural, or biological means. Cost or staffing considerations alone will not be adequate justification for use of chemical control agents.
5. Selecting nonchemical pest management methods over chemical methods, whenever such methods are effective in providing the desired control or, when it is determined that chemical methods must be used, giving preference to those chemicals that pose the least hazard to people, animal, property or the environment.

No pesticide that is prohibited by DPR or the U.S. Environmental Protection Agency, as listed on the DPR web site, shall be used at a school site. (Education Code 17610.1)

(cf. 4231 – Staff Development)

6. Limiting pesticide purchases to amounts needed for the year. Pesticides shall be stored at a secure location that is not accessible to students and unauthorized staff. They shall be stored and disposed of in accordance with state regulations and product label directions.

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

7. Informing parents/guardians and employees regarding pesticide use as described in the sections

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"Notifications" and "Warning Signs" below.

8. Ensuring that persons applying pesticides follow label precautions and are sufficiently trained in the principles and practices of IPM as described in the section "Training" below.
9. Evaluating the effectiveness of treatments to determine if revisions to the IPM plan are needed.

Training

The IPM coordinator and any employee or contractor who may be designated to apply a pesticide at a school site shall annually complete a DPR-approved training course on IPM and the safe use of pesticides in relation to the unique nature of school sites and children's health. (Education Code 17614; Food and Agricultural Code 13186.5)

(cf. 4231 - Staff Development)

Any district employee who handles pesticides shall also receive pesticide-specific safety training prior to applying pesticides and annually thereafter in accordance with 3 CCR 6724.

Prohibited Pesticides

The IPM Coordinator shall not use a pesticide on a school site if that pesticide has been granted a conditional or interim registration or an experimental use permit by the DPR or if the pesticide is subject to an experimental registration issued by the EPA and either of the following conditions exists: (Education Code 17610.1)

1. The pesticide contains a new active ingredient.
2. The pesticide is for new use.

In addition, the IPM Coordinator shall not use a pesticide on a school site if DPR cancels or suspends registration or requires that the pesticide be phased out from use. (Education Code 17610.1)

Notification

Staff and parents/guardians of students enrolled at a school site shall be annually notified, in writing, regarding pesticide products expected to be applied at the school facility in the upcoming year. The notification shall include at least the following: (Education Code 17612)

1. The name of each pesticide product expected to be applied in the upcoming year and the active

OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

ingredient(s) in it

2. The Internet address (<http://www.cdpr.ca.gov/schoolipm>) used to access information on pesticides and pesticide use reduction developed by the DPR pursuant to Food and Agricultural Code 13184
3. If the school has posted its IPM plan, the Internet address where the plan may be found
4. The opportunity to view a copy of the IPM plan in the school office
5. An opportunity for interested persons to register to receive notification of individual pesticide application at the school site
6. Other information deemed necessary by the Superintendent or IPM coordinator

(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3517 - Facilities Inspection)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

Whenever a person registers to receive notice of individual pesticide application pursuant to item #5 above, the IPM Coordinator shall notify such registered persons of individual pesticide applications at least 72 hours prior to the application. The notice shall include the product name, the active ingredient(s) in the product, and the intended date of application. (Education Code 17612)

(cf. 1312.4 – Williams Uniform Complaint Procedures)
(cf. 3517 – Facilities Inspection)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

If a pesticide product not included in the annual notification is subsequently intended for use at a school site, the IPM Coordinator shall provide written notification of its intended use to staff and parents/guardians of students enrolled at the school, at least 72 hours prior to the application. (Education Code 17612)

If a school chooses to use a pesticide not exempted pursuant to Education Code 17610.5, it shall post the school or district IPM plan on the school's web site or, if the school does not have a web site, then on the district web site. If neither the school nor district has a web site, then the IPM plan shall be included with the annual notification sent to staff and parents/guardians pursuant to Education Code 17612 as described above. When not required, the IPM coordinator may post or distribute the IPM plan at his/her discretion. (Education Code 17611.5)

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Whenever the IPM Coordinator deems that the immediate use of a pesticide is necessary to protect the

health and safety of students, staff, or other persons at the school site, he/she shall make every effort to provide the required notifications prior to the application of the pesticide. (Education Code 17612)

Warning Signs

The IPM Coordinator shall post a warning sign at each area of the school site where pesticides will be applied that shall be visible to all persons entering the treated area. The sign shall be posted at least 24 hours prior to the application and until 72 hours after the application. The warning sign shall prominently display the following information: (Education Code 17612)

1. The term "Warning/Pesticide Treated Area"
2. The product name, manufacturer's name, and the EPA's product registration number
3. Intended areas and dates of application
4. Reason for the pesticide application

When advance posting is not possible due to an emergency condition requiring immediate use of a pesticide, to protect the health and safety of students, staff, or other persons or the school site, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application. (Education Code 17609, 17612)

Records

At the end of each calendar year, the IPM coordinator shall submit to DPR, on a form provided by DPR, a copy of the records of all pesticide use at the school site for that year, excluding any pesticides exempted by law and any pesticide use reported by the pest control operator pursuant to Food and Agricultural Code 13186. The IPM coordinator may submit more frequent reports at his/her discretion. (Education Code 17611)

Each school site shall maintain records of all pesticide use at the school for four years, and shall make the information available to the public, upon request, in accordance with the California Public Records Act. A school may meet this requirement by retaining a copy of the warning sign posted for each pesticide application with a recording on that copy of the amount of the pesticide used. (Education Code 17611)

(cf. 1340 – Access to District Records)

(cf. 3580 - District Records)

Pesticide Use near School Site

Upon receiving notification pursuant to 3 CCR 6692 that a grower expects to use agricultural

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pesticides within one-quarter mile of a school site Monday through Friday from 6:00 a.m. to 6:00 p.m., the principal or designee shall notify the Superintendent or designee, IPM coordinator, staff at the school site, and parents/guardians of students enrolled at the school.

The principal or designee may communicate with any grower within one-quarter mile of the school to request that the grower not apply pesticides during evenings or weekends when school activities are scheduled.

The following procedures/strategies shall be employed:

Problem	Strategy
Weed Control	Mulch with hand pulling of weed
Ants	Elimination of food sources /Boric acid
Gophers	Trap and release elsewhere
Roaches/mice	Installation of bottom door sweeps/elimination of food source
Bees	Trap and remove with beekeeper
Snake	Call a professional snake catcher

The school district has assigned the Director of Sustainability, Maintenance and Operations, to carry out the requirements of the Healthy Schools Act, as the designated IPM coordinator for the district. Parents and staff receive annual written notification of the district's pesticide free policy and the following directions: Information regarding pesticides may be obtained at the California Department of Pesticide Regulation or you may call the National Pesticide Telecommunications Network at 1-800-858-7378. This toll-free service is funded by EPA and operated by Oregon State University. The service is available from 9:30 a.m. to 7:30 p.m. EST Monday through Friday.

Other useful links provided by the Department of Pesticide Regulation:

- County of Santa Barbara IPM website
- California Department of Pesticide Regulation
- U.S. EPA Integrated Pest Management (IPM) in Schools
- University of California Statewide IPM Program

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- Rodent-Proof Construction and Exclusion Methods, Internet Center for Wildlife Damage Management
- University of Wisconsin's IPM Website

Legal Reference:

EDUCATION CODE

17366 Legislative intent (fitness of buildings for occupancy)

17608-17613 Healthy Schools Act of 2000

48980 Notice at the beginning of term

48980.3 Notification of pesticides

BUSINESS AND PROFESSIONS CODE

8593.2 Licensed pest control operators; training requirements

FOOD AND AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000

GOVERNMENT CODE

3543.2 Scope of representation; right to negotiate safety conditions

6250-62770 California Public Records Act

CODE OF REGULATIONS, TITLE 3

6147 Pesticides exempted from registration requirements

6690-6692 Pesticide use near school sites

6724 Training of employees handling pesticides

CODE OF REGULATIONS, TITLE 8

340-340.2 Employer's obligation to provide safety information

UNITED STATES CODE, TITLE 7

136-136y Insecticide, Fungicide and Rodenticide Act

Management Resources:

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION PUBLICATIONS

California School IPM Model Program Guidebook

Healthy Schools Act Requirements for Public K-12 Schools

School District Integrated Pest Management Plan Template

U.S. ENVIRONMENTAL PROTECTION AGENCY

Pest Control in the School Environment: Adopting Integrated Pest Management, 1993

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Department of Pesticide Regulation, School IPM: <http://schoolipm.info>

U.S. Environmental Protective Agency, Integrated Pest Management at Schools:

<http://www.epa.gov/pesticides/ipm>

Adopted: 9-17-02

Amended: 3-06, 4-15, 6-16, 1-23-19



**BOARD OF SUPERVISORS
COUNTY OF VENTURA**
625 WEST HILLCREST DRIVE, THOUSAND OAKS, CA 91360

MEMBERS OF THE BOARD
LINDA PARKS
Chair
MATT LAVERE
KELLY LONG
ROBERT O. HUBER
CARMEN RAMIREZ

LINDA PARKS
SUPERVISOR, SECOND DISTRICT
(805) 214-2510
FAX: (805) 480-0585
E-mail: Linda.Parks@ventura.org

April 27, 2021

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, CA 93009

SUBJECT: Adoption of a County Policy to protect Monarch Butterfly Overwintering Groves and Support Planting of Native Milkweed and Pollinator-Friendly plants on County Property Where Practicable; Addition of Monarch Support to State and Federal Legislative Platform

RECOMMENDED ACTIONS:

1. Support the protection of Monarch overwintering tree groves on County property.
2. Support the planting of pesticide-free, native milkweed and flowering plants that support pollinators on County property where practicable.
3. Add to our County's State and Federal Legislative Platform Support actions to protect and restore Western Monarch populations, including support for its listing as an Endangered Species.

DISCUSSION:

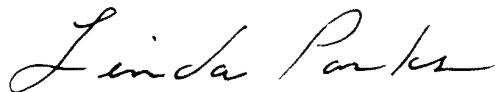
Ventura County has historically hosted substantial populations of migrating Western Monarch Butterflies. Western Monarchs gathered by the thousands to overwinter in local coastal tree groves before journeying back northward to feed and breed. Tragically, the numbers of migrating Monarchs have precipitously declined to the point where the U.S. Fish & Wildlife Service (USFWS) recently labeled the Western Monarch as a candidate for listing under the Endangered Species Act. Recent population estimates indicate the species will likely be extinct in less than twenty years unless there is a significant improvement in conditions that impact their population, including protection of overwintering groves and access to pesticide-free native milkweed, an important native food source.

That is why it is recommended that a County policy be approved by our Board to incorporate native milkweed and flowering plants that support pollinators in landscaping on county property where practicable, and protect Monarch overwintering groves on County property.

This policy is consistent with our Board's recent adoption of revisions to the County Zoning Ordinance (Ordinance No. 4577) that require, among other things, use of pesticide-free, native plants, and planting of flowering plants that support pollinator insects such as bees and butterflies.

Given Ventura County's role in the Western Monarch's lifecycle and now its survival, and our Board's adoption of new landscaping requirements for private development, it is fitting that our many and extensive County facilities and properties also take appropriate measures to support Western Monarch butterfly recovery.

Sincerely,

A handwritten signature in cursive script that reads "Linda Parks". The signature is written in black ink and is positioned below the word "Sincerely,".

Linda Parks, Chair
Supervisor, Second District

Grantee Data Sheet

Print Form



State of California
The Natural Resources Agency
Santa Monica Mountains Conservancy

5750 Ramirez Canyon Road
Malibu, California 90265
Phone: 310-589-3200
Fax: 310-589-3207
www.smmc.ca.gov

Date:

April 26, 2021

☒ New ☐ Revised

Grantee Name:

Ventura County Resource Conservation District

Address:

3380 Somis Road

State/Province:

California

Zip/Postal Code:

93036

Tax ID Number:

95-2666744

Phone:

661-305-3405

Fax:

Not Applicable

Project Name: Habitat Assessments and Restoration for Mc

Information

Will administrative/overhead costs be included? Yes

If yes, is the overhead policy attached to this sheet? Not Applicable

Will vehicle costs be included? No

If yes, is the vehicle policy attached to this sheet? Not Applicable

Will cell phone costs be included? No

If yes, is the phone policy attached to this sheet? Not Applicable

☒ I have completed and submitted the STD 204 Payee Data Record form.

☒ I have read and accepted the policies and procedures within the Santa Monica Mountains Conservancy Grant Administration Manual.

☒ I am aware that the Santa Monica Mountains Conservancy has urged a reduction of costs associated with overhead, cell phone, and vehicle charges.

*If a reduction in the above costs has been made, please document the reductions and attach to this data sheet.

Primary Contact Information

Name (1):

Debra Gillis

Address:

3380 Somis Road

State/Province:

California

Zip/Postal Code:

93036

Phone (1):

661-305-3405

Phone (2):

Fax:

Email:

Name (2):

Andrew Spyрка

Address:

3380 Somis Road

State/Province:

California

Zip/Postal Code:

93036

Phone (1):

Phone (2):

Fax:

Email:

Notes:

Signature Field

Debra Gillis

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

Ventura County Resource Conservation District

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)

3380 Somis Rd, PO Box 147

CITY, STATE, ZIP CODE

Somis, CA 93066

E-MAIL ADDRESS

debra.gillis@vcrd.org

Section 2 – Entity Type**Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST**☐ **CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☒ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**9 5 - 2 6 6 6 7 4 4**Section 4 – Payee Residency Status** (See instructions)☒ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification***I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.***NAME OF AUTHORIZED PAYEE REPRESENTATIVE**

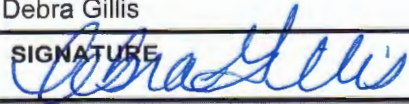
Debra Gillis

TITLE

Executive Director

E-MAIL ADDRESS

debra.gillis@vcrd.org

SIGNATURE**DATE**

04/16/2021

TELEPHONE (include area code)

805-764-5133

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE**UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**



California Conservation Corps and Certified Community Conservation Corps

Corps Consultation Review Document



Proposition 68 – Parks, Environment and Water Bond

Except for an exempted project, this Corps Consultation Review Document shall be completed by California Conservation Corps and Certified Community Conservation Corps (hereafter collectively referred to as Corps) staff on behalf of applicants wishing to seek preference for using the Corps, and must accompany applications for funding through Proposition 68, Chapter 1, Division 45: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. Please see the [Corps Consultation Process](#) for more information. A copy of the process can be requested from the state department administering the grant program.

1. Name of Applicant: **Ventura County Resource Conservation District**

Project Title: **Habitat Assessments and Restoration for Monarchs - Overstory and Nectar Enhancement and Expansion Project (HARMONEE)**

Department/Conservancy to which you are applying for funding: **Santa Monica Mountains Conservancy**

Grant Program: **Proposition 68 Grant Program**

Date Response Sent to Applicant: **4/29/21**

This Consultation Review Document is being prepared by:

- ☒ **The California Conservation Corps (CCC)**
☐ California Association of Local Conservation Corps (CALCC)

2. Applicant has submitted the required information by email to the Corps:

- ☒ **Yes, Applicant has submitted all necessary information.**
☐ No, Applicant has not submitted all information or did not submit information to both Corps. Application is deemed non-compliant.

3. Determination:

- ☐ It is NOT feasible for Corps services to be used on the project (deemed compliant).
☒ **It is feasible for Corps services to be used on the project. The following aspects of the project can be accomplished with Corps services (deemed compliant):**

CCC Corpsmembers from the Camarillo Center can assist with site preparation and clearing (invasive plant removal), planting, and irrigation installation (with instruction and guidance from Ventura County RCD). The crew may be able to assist with additional work.

We estimate the work to be completed in 12 10-hour work days by a crew averaging 13 Corpsmembers. The cost estimate for labor is \$37,440.00 (\$24.00 per hour x 10 hours per day x 12 days x 13 Corpsmembers).

Please contact the project manager of the Camarillo Center to discuss costs and coordinate the planning of CCC involvement in this project, and reach out again if your project receives funding:

Tom van Meeuwen, Conservationist Supervisor (Project Manager)

Email: Tom.vanMeeuwen@ccc.ca.gov

Phone: (805) 278-2787

Notes

CCC and CALCC representatives will return a Corps Consultation Review Document to applicant via email within 10 business days of receipt of a complete consultation request as verification of consultation. Applicant will include a copy of the documents as part of the project application.

If the Corps determine it is feasible for their services to be used on the project, applicant will contact the Corps to discuss costs and coordinate the planning of Corpsmember involvement in the project and reach out again if the project receives funding.

Submission of past consultations does not satisfy the requirement to consult with the Corps. The Corps must be consulted each grant cycle prior to submitting a grant application.

VCRCD Budget	VCRCD Staff/Personnel Hours						Match		Match			
Hourly Rate (Direct Cost to District)	Executive Director	District Scientist	Resource Conservation Specilist (Project Manager)	Administrative Assistant	Irrigation Specialist	Restoration Ecologist	Volunteer Hours (match)	California Conservation Corps	Oak Park Grounds Staff (Match)	USFWS Partners (Match)		Totals
	Debra Gillis	Jamie Whiteford	Andrew Spyrka	Des/Annalie	Vic	Deb Barringer	-	-	-	-	-	
	\$58.00	\$46.00	\$43.00	\$29.00	\$38.00	\$39.00	\$27.20	\$24.00	\$30.00	\$0.00	-	
Task 1: Habitat Restoration Planning												
Payroll, Receipts, Fiscal reports, Project cost tracking, RCD Personnel Time, Consultant costs, WP costs,												
File Administration, Payroll and Receipt Processing	12											12
Project Reporting	12		24									36
Project Execution/Management			70									70
6 Volunteer Planting Days (Planning) - RCD Staff				10		10						20
Habitat/Rearing Site Assesment/Inventory - RCD Staff				10		30						40
Habitat/Rearing Restoration Plan Creation - RCD Staff			70	50		60						180
Monitoring Plan Creation - RCD Staff			22	20		20						62
												0
Development of Monarch alert system to reduce spraying during migration and breeding periods			35	30								65
												0
Task 1	\$1,392.00	\$0.00	\$9,503.00	\$3,480.00	\$0.00	\$4,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,055.00
Task 2: Habitat Restoration Implementation Costs												
Horticulture Company/CREW costs, Print media, Educational Signage, mileage, Majority of Personnel Time designing outreach, signs, and conducting site visits/implementing restoration, include time for current 3 restorations too												
CCC (Horticulture Company) - Site Prep @ 3 sites								813				813
CCC - Implementation @ 3 Sites								407				407
Volunteer Hours to plant at all 3 sites - 2 day/site							240					240
6 Volunteer Planting Days - RCD Staff Time			52	80		48						180

Attend 9 outdoor Friday classes			45			45						90
Bi-annual Monitoring for 3 years - RCD Staff Time				35		35						70
OPUSD Ground Crew Quarterly Matinenance									192			192
												0
												0
												0
Task 2	\$0.00	\$0.00	\$4,171.00	\$3,335.00	\$0.00	\$4,992.00	\$6,528.00	\$29,280.00	\$5,760.00	\$0.00	\$0.00	\$54,066.00
Task 3: Not Defined												
Task 4: Not Defined												
Task 5: NOT DEFINED												
Travel												
Mileage (\$0.56), Lodging (County & Month), Airfare	Mileage Reim.	0.56										
Site Inventory/Assesment travel to 3 sites total	\$126.00											\$126.00
Outdoor Classroom Travel costs	\$378.00											\$378.00
General Meeting Travel Cost	\$750.00											\$750.00

Planting Day Travel Cost	\$672.00											\$672.00
Bi-annual monitoring travel costs	\$756.00											\$756.00
												\$0.00
												\$0.00
												\$0.00
Travel	\$2,682.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$2,682.00
Project Special Project Equipment												
												\$0.00
												\$0.00
												\$0.00
Special Research Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Task 3: Habitat Restoration Materials												
Irrigation, plants, mulch, water pumps if necessary, seed, mulch, etc... Include supplies for current 3 restorations												
36" x 24" Infographic Signs at Rearing Sites - 3 Total	\$3,700.00											\$3,700.00
Outreach Materials (flyers, toolkits, folders, seed packets,, etc.)	\$4,000.00											\$4,000.00
Climate-smart landscaping (bioswales, rain barrels, etc.)	\$5,000.00											
Waystation Registration + Plaques (3 locations)	\$156.40											\$156.40
Monarch Alert Yard Signs + ads in local newspapers to sign-up	\$2,000.00											\$2,000.00
irrigation needs (piping, emitters, garden stakes, pump, controller if needed, etc.)	\$0.00											\$4,000.00
Restoration Plantings at all 3 sites	\$0.00											\$12,000.00
Mulch + Gopher Baskets	\$0.00											\$6,375.00
Uhaul rental to move all supplies for volutneer planting days	\$3,000.00										\$3,000.00	
Task 3: Habitat Restoration Materials	\$17,856.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$22,375.00	\$0.00	\$40,231.40
Task C: Other												
Other Costs												
												\$0.00
												\$0.00
												\$0.00
												\$0.00
												\$0.00
												\$0.00
												\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Overhead												
												\$0.00
												\$0.00
Overhead - 20%	\$278.40	\$0.00	\$2,734.80	\$1,363.00	\$0.00	\$1,934.40						\$6,310.60

Staff Salaries	\$1,392.00	\$0.00	\$13,674.00	\$6,815.00	\$0.00	\$9,672.00				
							\$6,528.00	\$29,280.00	\$5,760.00	\$22,375.00

Grant Sub-Totals	
RCD Staff Salaries	\$31,553.00
CCC Work	\$29,280.00
Special Equipment	\$0.00
Project Supplies (W/ Match)	\$40,231.40
Travel (Match)	\$2,682.00
Other (N/A)	\$0.00
Overhead - 20%	\$6,310.60

Grand Totals	
Total Match (Volunteer, OPUSD, RCD, USFWS)	\$37,345.00
Total SMMC Request	\$85,000.00
Total project funds	\$122,345

Figure A: Monarch Decline

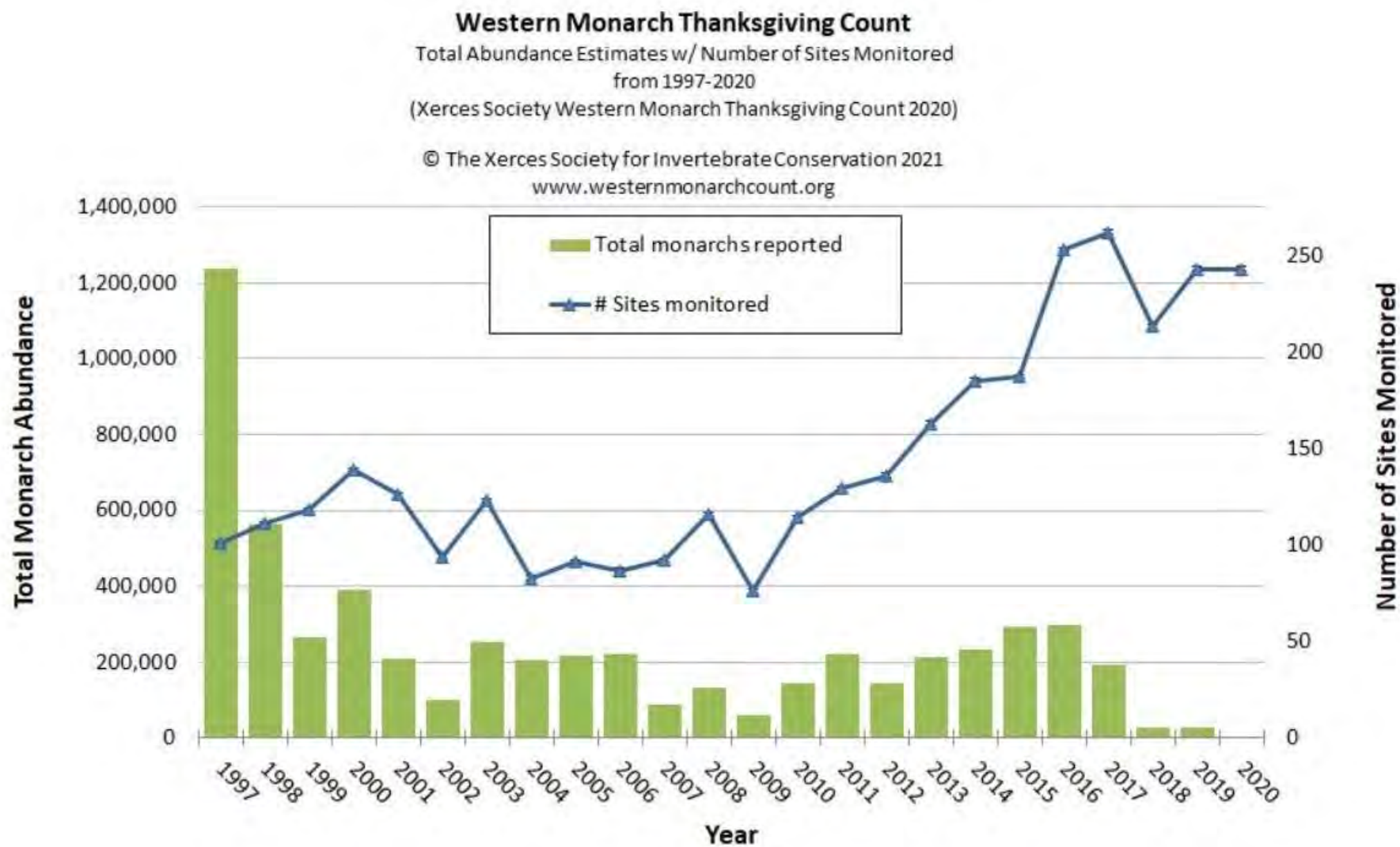


Figure B: Proposed RCD Flyway Network - Future Restorations

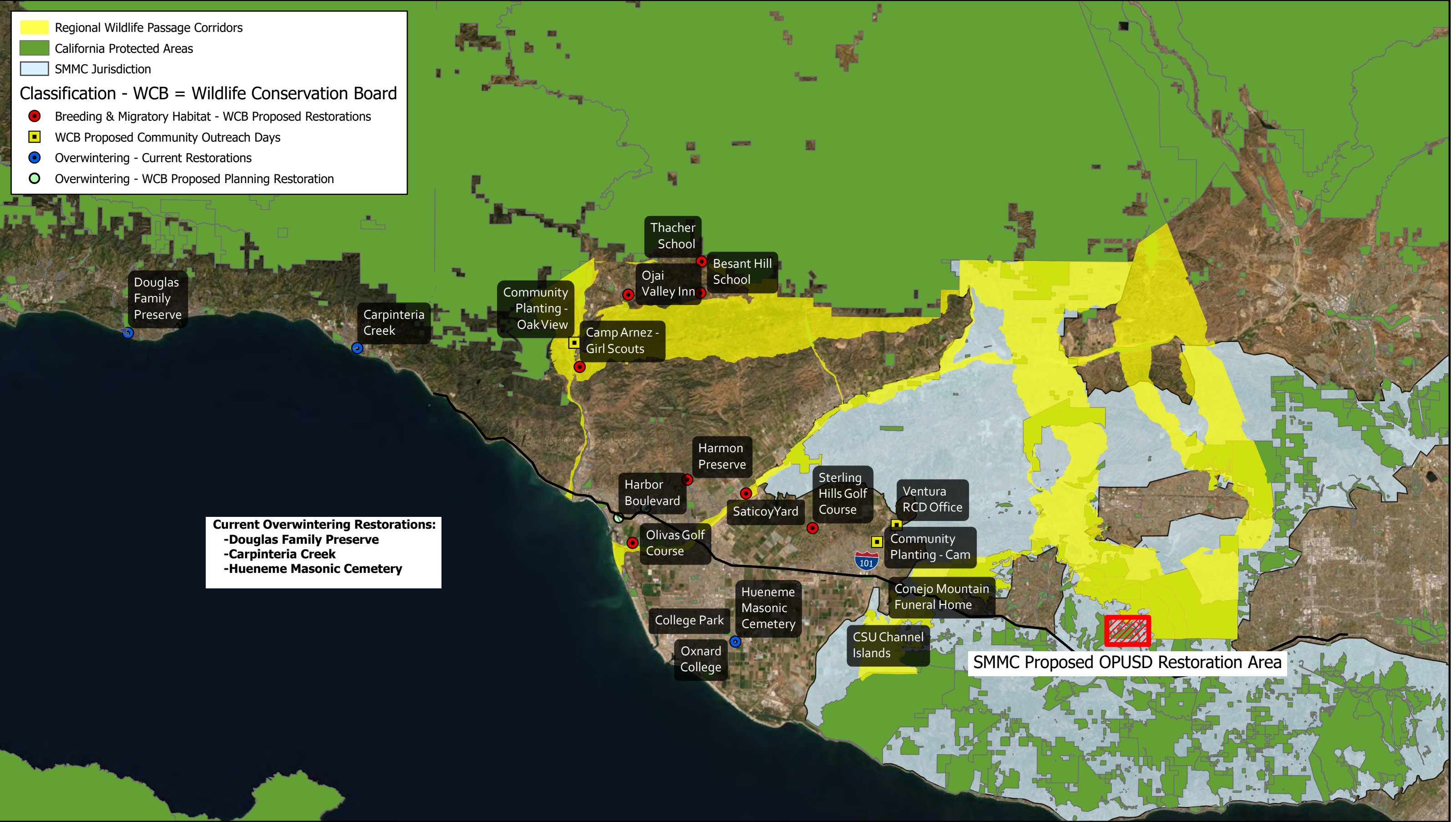
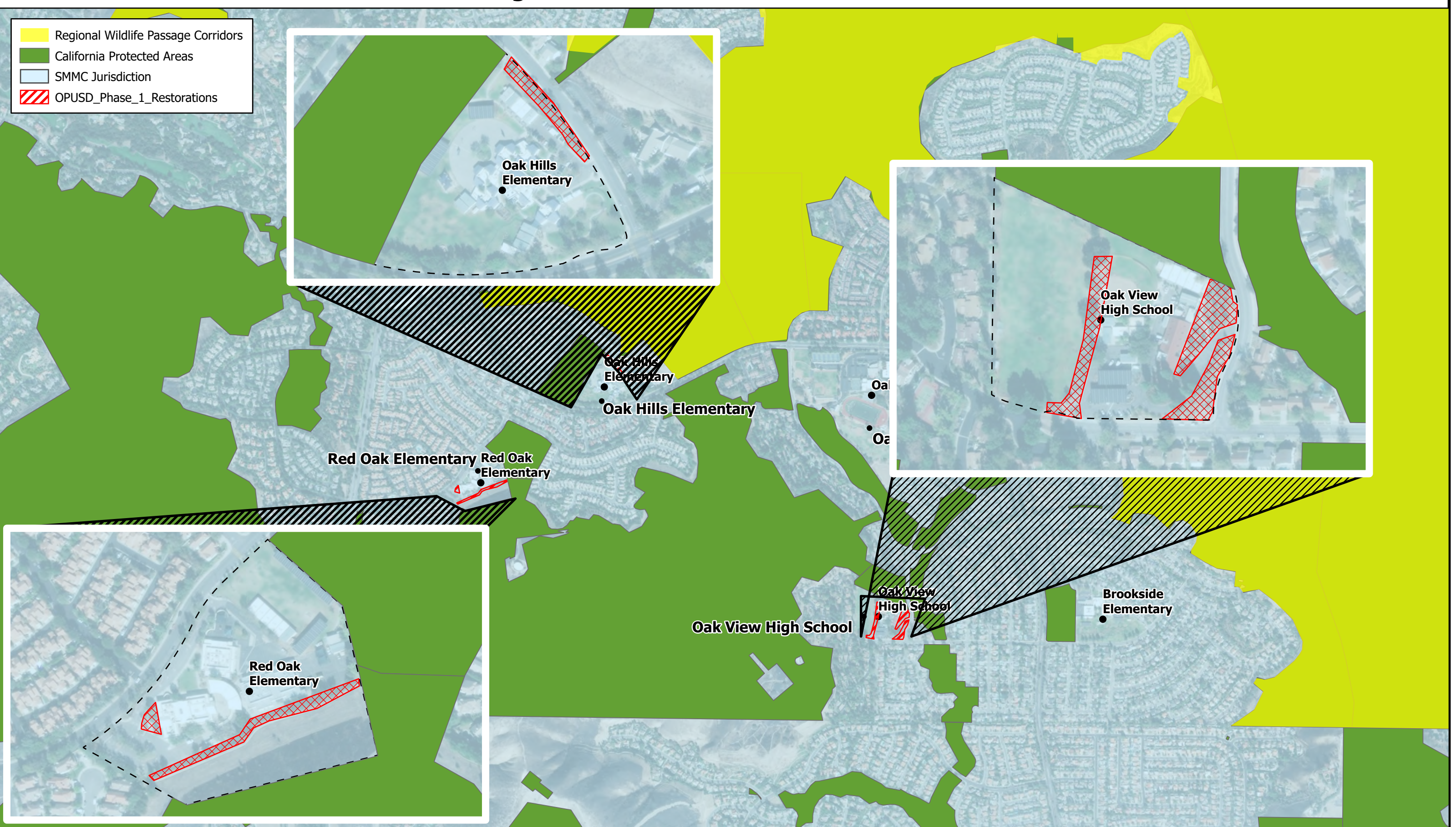


Figure C: OPUSD Restoration Locations



TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 15, 2022
SUBJECT: B.3.a. DISCUSSION AND REVIEW DISTRICT FACILITY USE FEE SCHEDULE, POLICIES AND PRACTICES

DISCUSSION/INFORMATION

ISSUE: Shall the Board discuss and review District Facility Use Policies and Practices?

BACKGROUND: Per Education Code 38134, *the governing board of a school district shall authorize the use of school facilities or grounds under its control by a nonprofit organization, or by a club or an association organized to promote youth and school activities.*

On February 19, 2019, the Board approved the amended Use of School Facilities policy (BP 1330). This policy provides the necessary procedures for individuals and organizations to use district facilities. Included in this policy is a Facility Use Fee Schedule. This fee schedule outlines three rates of pay which include Free, Direct, and Fair Rental and the standards to determine which rate apply.

On September 14, 2021, the Board asked district staff to create a four-tier facility use fee schedule versus the current three tier schedule. For the purpose of this meeting, the Board has an opportunity to discuss and review the newly created four tier fee schedules, along with the current Use of School Facilities policy. Included for review are the relevant proposed four-tier fee schedules, Board Policy, Administrative Regulation, and Exhibit.

FISCAL IMPACT: None at this time. For discussion only.

BOARD POLICY: Pursuant to Board Policy 1330 Use of School Facilities - The Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

GOAL: In Support of Goal 6. - Use resources responsibly to maintain a balanced budget this year and in subsequent years

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

Respectfully submitted:

Jeff Davis, Ed.D.
Superintendent

OAK PARK UNIFIED SCHOOL DISTRICT

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Community Relations

E 1330 (a)

PRIORITY OF USE

School functions shall take precedence over events of outside organizations. The following categories establish the priority of use and are the basis for fees:

1. School district activities and programs directly related to the educational program.
2. Organizations sponsored by the district, such as ASB, booster clubs, parent-teacher groups, and employee organizations.
3. Activities designed to serve the youth of the district, such as non-profit youth athletic organization.
4. Activities designed to service the adults of the district, such as senior citizen, civic, and homeowner groups or adult activities.
5. Groups charging fees for activities where the money collected is not used for the direct benefit of the children of the district or a recognized charity.
6. Commercial groups or other profit-making organizations.

APPLICATION FOR USE

Application forms for facility use may be obtained at the school site of the proposed use. Applications, if approved, shall be valid for a period not to exceed one school year (July 1 – June 30). Applications for use in a specific school year will not be accepted for processing before January 1 of the preceding school year.

The completed application forms must be submitted to the office of the site requested. The site administrator shall be responsible for approval of any facility use request at his/her location, and shall sign the request form to indicate his/her approval or disapproval of the request, and will forward the use request to the District's business office for processing.

PAYMENT OF FEES AND APPROVAL OF USE

Upon approval of use by the site administrator, fees will be assigned by the business office in accordance with Board-approved rates. The applicant shall be invoiced for the proposed use, and all fees must be paid in full at least 15 days prior to the use. Failure to pay fees will result in the

OAK PARK UNIFIED SCHOOL DISTRICT

EXHIBIT

Series 1000

Community Relations

E 1330 (b)

denial of the facility use request. Upon receipt of full payment, the business office shall notify the applicant of the approval of its facility use request.

Approved facility use permits are authorized solely for use by the original applicant. Subletting of an approved use of District facilities is strictly prohibited and shall result in the immediate cancellation of the permit.

FACILITY USE FEE SCHEDULE

Effective July 1, 2018, rates for use of District facilities shall be charged as indicated below. Rates indicated are hourly, and all facility uses require a 2-hour minimum except as noted.

FACILITY DESCRIPTION	Free	Direct	Fair Rental
Standard K-12 Classroom	0	20.50	30.75
Elementary Multipurpose Room	0	36.00	56.50
MCMS Multipurpose Room/Gymnasium	0	41.00	61.75
OPHS Multipurpose Room (3-HR)	0	56.50	87.25
OPHS Gymnasium (3-HR)	0	56.50	87.25
Cafeteria*	0	53.50	82.25
Lunch Area	0	15.50	25.75
Restrooms*	0	10.75	15.50
Playfields	0	25.75	41.00
Playgrounds	0	10.25	15.50
Tennis Courts	0	12.50	31.50
Softball Field	0	25.75	41.00
Baseball Field	0	25.75	41.00
Stadium Bleachers	0	72.00	107.75
Stadium Field	0	77.00	118.00
Stadium Lights*	0	102.75	154.00
Film Production (per day)			2,365.00
Parking Lot Rental*	0	25.75	51.25
Custodial Services Personnel	0	41.00	61.25
Food Services Personnel	0	41.00	61.25
Utilities Fee (per day)	0	15.50	25.75
Processing Fee	0	15.50	15.50

**May require an additional charge for employee services.*

OAK PARK UNIFIED SCHOOL DISTRICT

EXHIBIT

Series 1000

Community Relations

E 1330 (c)

DETERMINATION OF FEES

Free Use – The Board may authorize the use of school facilities or grounds without charge by nonprofit organizations, clubs, or associations organized to promote youth and school activities. These groups include, but are not limited to, Girl Scouts, Boy Scouts, Camp Fire, Inc., parent-teacher associations, school-community advisory councils. Facilities may also be used for fundraising activities by free use groups when the net receipts are used for the welfare of the district's students or to support district needs.

Direct Cost Fees – Activities other than those specified for free use or fair rental value fee shall be charged a fee not to exceed direct costs to the district. The following activities shall be charged direct costs: activities of recreational youth groups that arranges for and supervises sports league activities; activities of religious groups for temporary periods; and activities not previously identified which do not fall within the free use or fair rental value classifications

Fair Rental Value Fees – Groups which use school facilities or grounds for the following activities shall be charged fair rental value: entertainment or meetings where admission is charged or contributions solicited and the net receipts are not to be expended for charitable purposes or for the welfare of the district's students; any commercial use by profit-making organizations.

INSURANCE

A Certificate of Insurance and Endorsement verifying public liability and property damage insurance shall be presented before permission is granted for use of OPUSD facilities. For any recreational use, or for any use for which a fair rental fee is charged, the amount of insurance shall be \$1,000,000. For all other uses, the amount of insurance shall be \$500,000 against a claim of personal injury and \$100,000 against a claim of property damage. Insurance shall name Oak Park Unified School District as an additional insured on a separate endorsement and shall be senior to any other insurance carried by the District.

RESPONSIBILITY

Groups shall be responsible for the condition in which they leave the facilities. If school property is damaged or abused beyond normal wear, the costs of repair or replacement shall be paid for by the organization involved. Organizations not complying with all rules and regulations will be denied further use of school facilities

OAK PARK UNIFIED SCHOOL DISTRICT

EXHIBIT

Series 1000

Community Relations

E 1330 (d)

RESTROOM FACILITIES

Any use of facilities exceeding 4 hours per day shall also require the use of restroom facilities at the established rate, including the cost of custodial services. For long term uses, such as seasonal use by youth athletic organizations, restroom keys may be checked out as authorized by this policy. The user group will also be charged the established rate for custodial services to clean the restrooms. Alternatively, the user group may, at its sole expense and responsibility, and with the District's permission, provide portable toilet facilities for the duration of the authorized use.

ISSUANCE OF KEYS FOR FACILITIES

Upon request, and with the approval of both the school site administration and the business office, building and gate keys may be issued to responsible user groups. Organizations approved for use of a specific facility may check out a door key upon receipt of a \$1,000.00 refundable security deposit. Groups approved for use of a playfield, athletic field, or parking lot use may check out a gate key upon receipt of a \$100.00 refundable security deposit. The business office will issue all approved keys and collect the required security deposits.

Any loss of keys shall result in the forfeiture of the user's security deposit and may result in the cancellation of the user's permit.

The user group shall be solely responsible to unlock and relock doors and gates under its use. Failure to properly secure doors and gates after any use may result in forfeiture of the user's security deposit and cancellation of the user's permit. The user shall be held financially responsible for school property that is damaged due to the user's failure to secure the facilities.

USE OF CAFETERIA FACILITIES

School and Parent-Teacher Organization Functions Use of the cafeteria facilities for school activities or by parent-teacher organizations are to be arranged through the school office and coordinated with the Director of Child Nutrition Services. A food service employee will be on duty for the duration of the event to supervise the use of equipment and to ensure that proper sanitation procedures are followed.

User Group Functions Use of the cafeteria facilities for outside user groups are to be arranged through the school office and the Director of Child Nutrition Services. A food service employee shall be on duty for the duration of the entire event. The primary responsibility of the employee shall be to supervise the proper and safe use of equipment and to ensure that proper food preparation and sanitation procedures are followed. The employee will serve as a working supervisor, assisting the user group in preparation and cleaning.

OAK PARK UNIFIED SCHOOL DISTRICT

EXHIBIT

Series 1000

Community Relations

E 1330 (d)

Users will adhere to all rules and regulations of the Child Nutrition Services department as related to equipment and health and safety. Only adults are permitted to work in the kitchen service and preparation areas.

The user groups shall supply its own food and supplies for its event. No food or supplies belonging to the cafeteria shall be used, borrowed, or handled by the user group.

All equipment pots, pans, and utensils used shall be left clean and returned to their respective storage areas. Dishes, pots, pans, and utensils shall not be removed from the kitchen without the permission of the food service employee in charge.

All counters shall be cleaned to their original condition and floors shall be swept. The user group will be charged the established rate for custodial services to mop and sanitize the floor.

The organization shall be financially responsible for any breakage, damage or missing equipment. Any damage or missing equipment or supplies will be billed to the organization.

In the event of disputes regarding the use of equipment, the condition of the kitchen, or proper procedures, the Director of Child Nutrition Services shall make the final decision.

Adopted: 9-21-10

Amended: 10-16-12, 2-19-19

Oak Park Unified School District

Facility Use Fee Schedule

	Tier I District and Approved Community Support Groups ¹	Tier II School Specific Enrichment Programs ²	Tier III Direct Cost Group ³	Tier IV Fair Rental ⁴
Processing Charge	No Charge	\$15	\$15	\$15
OPUSD Facilities				
Basketball Courts - High School Cage (all courts)	No Charge	\$12	\$23	\$31
Blacktop/Basketball Court - Elementary & Middle School	No Charge	\$7	\$14	\$19
Classroom	No Charge	\$9	\$19	\$25
Common Room Elementary (Library, Multi-purpose Room, Etc.)	No Charge	\$20	\$39	\$52
Grass Field	No Charge	\$10	\$21	\$28
Gymnasium/MPR - Middle School	No Charge	\$20	\$40	\$53
Gymnasium - High School	No Charge	\$28	\$55	\$73
Lunch Areas/Courtyards	No Charge	\$8	\$16	\$21
Parking Lot	No Charge	\$10	\$20	\$27
Performing Arts Center/High School Pavilion	No Charge	\$38	\$75	\$100
Restrooms	No Charge	\$5	\$11	\$14
Softball and Baseball Field	No Charge	\$8	\$12	\$16
Stadium Field (turf only)	No Charge	\$29	\$58	\$77
Stadium Track (no field access)	No Charge	\$18	\$36	\$48
Stadium Lights	No Charge	\$48	\$95	\$127
Tennis Court (per court)	No Charge	\$6	\$13	\$17
OPUSD Staffing				
Custodial - School Day (1 Hour Charge)	\$28	\$28	\$28	\$28
Custodial – Non School Day (4 Hour Minimum)	\$42	\$42	\$42	\$42
Open/Close (Weekends) (2 Hour Minimum)	\$42	\$42	\$42	\$42
Lighting/Sound Technician (High School Pavilion)	\$75	\$75	\$75	\$75
¹ Tier I: California non-profit, registered 501(c)3, supports only OPUSD students, no charges for any service or product the non-profit offers, no commercial marketing ² Tier II: California non-profit, registered 501(c)3, supports only OPUSD students, may charge for any service or product, school site enrichment program, participation limited by OPUSD ³ Tier III: California non-profit, registered 501(c)3 organizations that may charge for any service or product and promote youth and school activities but are not limited to District students. Examples: Recreational youth sports league that charges participants no more than a nominal fee. Groups conducting religious services. ⁴ Tier IV: Commercial Groups/All other groups Examples: Meetings, social functions, etc. where admissions fees are charged and not used to benefit District students				
Additional				
<ul style="list-style-type: none"> • Minimum one (1) hour rental for all facilities. • Custodial fees may be assessed based on a number of factors (day of the week, indoor versus outdoor, size of event, event requires setup) • The District reserves the right to cancel events for any reason and suspend outdoor facility and field use. • Cancellations must be made seven (7) business days in advance. • Commercial Film Use – Call 818-735-3254 for information. Assessment of fees is based on location, number of vehicles, size of crew, and length of shoot. 				

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1330(a)

Use Of School Facilities

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6145.5 - Student Organizations and Equal Access)

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1330(b)

the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 - Joint Use Agreements)

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

(cf. 9320 - Meetings and Notices)

The Board authorizes the use of school facilities or grounds, without charge, by nonprofit organizations and by clubs or associations organized to promote youth and school activities, including, but not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, school-community advisory councils, and recreational youth sports leagues that charge participants no more than an average of \$60 per month. Other groups that request the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1330(c)

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

(cf. 6111 - School Calendar)

When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.

(cf. 3515.2 - Disruptions)

Legal Reference:

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 1000

Community Relations

BP 1330(d)

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

ELECTIONS CODE

12283 Polling places: schools

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

MILITARY AND VETERANS CODE

1800 Definitions

CODE OF REGULATIONS, TITLE 5

14037-14042 Proportionate direct costs for use of school facilities and grounds

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Adopted: 2-22-78

Amended: 10-4-83, 12-17-85, 5-15-90, 4-2-91, 9-26-95, 9-17-02, 11-18-03, 10-16-12, 8-20-13, 10-21-14, 2-19-19

OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 1000

Community Relations

AR 1330(a)

Use Of School Facilities

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination

OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 1000

Community Relations

AR 1330(b)

7. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of drugs or any restricted substances, including tobacco

(cf. 3513.3 - Tobacco-Free Schools)

4. Any use which involves the possession, consumption, or sale of alcoholic beverages.

Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 1000

Community Relations

AR 1330(c)

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

Adopted: 2-22-78

Amended: 9-17-02, 11-06, 9-09, 4-13, 4-15, 2-19-19

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 15, 2022
SUBJECT: B.3.b. ACCEPT ANNUAL AUDIT REPORTS FOR FISCAL YEAR 2020-2021

ACTION

ISSUE: Shall the Board receive and accept the annual financial audit reports for fiscal year 2020-21?

BACKGROUND: As required by Education Code Section 41020 and Article XIII.B of the State Constitution, the Board of Education has employed an independent accounting firm to audit all District financial records and procedures for the fiscal year ending June 30, 2021. The full audit report, prepared by the accounting firm of Christy White Accountancy Corp., may be accessed at the following link: <https://bit.ly/OPUSD Audit Report 20-21>. The Audit summary follows for the Board's review. Acceptance of the annual audits fulfills the Board's obligation as required by EC 41020 and Article XIII.B of the State Constitution.

The financial and performance audits of Fund 211 (Measure S), Fund 212 (Measure C6), and Fund 213 (Measure R), and two selected auxiliary organizations will be presented to the Board on or before the April meeting.

FISCAL IMPACT: None.

BOARD POLICY: Pursuant to Board Policy 3460 Financial Reports and Accountability - The Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter.

GOALS: None.

ALTERNATIVES: 1. Accept as record the 2020-21 annual audit report.
2. Do not accept the 2020-21 annual audit reports.

RECOMMENDATION: Alternative No. 1

Prepared by: Adam Rauch, Assistant Superintendent, Business Services

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

BOARD OF EDUCATION MEETING, FEBRUARY 15, 2022

Accept as record the 2020-21 annual audit report.

Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

January 24, 2022

Board of Education
Oak Park Unified School District
Oak Park, CA

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oak Park Unified School District (the "District") for the year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated February 1, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. As described in Note 15 to the financial statements, the Oak Park Unified School District changed accounting policies related to Fiduciary Activities by adopting Governmental Accounting Standards (GASB) Statement No. 84, *Fiduciary Activities*, in 2021. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported in the Statement of Activities and Statement of Revenues, Expenditures and Changes in Fund Balance. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of depreciation of capital assets is based on historical estimates of each capitalized item's useful life. We evaluated the key factors and assumptions used to develop the depreciation of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the net pension liability and related deferred outflows of resources and deferred inflows of resources are based on actuarial valuations and pension contributions made during the year. We evaluated the key factors, assumptions, and proportionate share calculations used to develop the net pension liability and related deferred outflows of resources and deferred inflows of resources in determining that it is reasonable in relation to the financial statements taken as a whole.

Significant Audit Matters (continued)

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure of capital assets in Note 4 to the financial statements is based on historical information which could differ from actual useful lives of each capitalized item.

The disclosure of the pension plans, net pension liability and related deferred outflows of resources and deferred inflows of resources in Note 10 to the financial statements represents management's estimates based on actuarial valuations and pension contributions made during the year. Actual results could differ depending on the key factors, and assumptions and proportionate share calculations used to develop the net pension liability and related deferred outflows of resources and deferred inflows of resources.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 24, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, and the required supplementary information section, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information section, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of Board of Education and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in blue ink that reads "Christy White, Inc". The signature is written in a cursive, flowing style.

Christy White, Inc.

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 15, 2022

SUBJECT: B.3.c. APPROVE RESOLUTION #2022-03, A RESOLUTION OF THE BOARD OF EDUCATION OF THE OAK PARK UNIFIED SCHOOL DISTRICT, VENTURA COUNTY, CALIFORNIA AUTHORIZING THE ISSUANCE OF OAK PARK UNIFIED SCHOOL DISTRICT (VENTURA COUNTY, CALIFORNIA) ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES C, AND ACTIONS RELATED THERETO

ACTION

ISSUE: Shall the Board approve Resolution #2022-03, a Resolution Of The Board Of Education Of The Oak Park Unified School District, Ventura County, California Authorizing The Issuance Of Oak Park Unified School District (Ventura County, California) Election Of 2016 General Obligation Bonds, Series C, And Actions Related Thereto?

BACKGROUND: An election was held in the Oak Park Unified School District on November 8, 2016 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$60,000,000 (“Measure S”). The District has previously issued two series of general obligation bonds pursuant to Measure S. The District desires to issue an additional series of general obligation bonds under Measure S in a maximum par amount of \$18,000,000 for the purpose of providing funds to finance projects approved by Measure S and pay the costs of issuing the Bonds.

(a) Resolution. The Resolution authorizes the issuance of the Bonds, specifies the basic terms, parameters and form of the Bonds, and approves the forms of a Notice Inviting Proposals for Purchase of Bonds, a Notice of Intention to Sell, a Preliminary Official Statement, and a Continuing Disclosure Certificate, each as described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Bonds to be issued (\$18,000,000). The Resolution authorizes the issuance of current interest bonds only; capital appreciation bonds are not authorized. Section 3 authorizes the bonds to be sold at a competitive sale, and authorizes Piper Sandler & Co., the District’s Municipal Advisor, to solicit bids from prospective bidders, and award the sale of the Bonds on the basis of the lowest true interest cost. – Link to the Resolution - <https://bit.ly/SeriesC-MeasureS>.

(b) Notice Inviting Proposals for Purchase of Bonds; Notice of Intention to Sell. The Resolution includes as Exhibits B and C the forms of a Notice Inviting Proposals for Purchase of Bonds and a Notice of Intention Sell. The Resolution authorizes the District’s Municipal Advisor to distribute the Notice Inviting Proposals for Purchase of Bonds to prospective bidders and to cause the Notice of Intention to Sell to be published in the Bond Buyer, a national municipal securities newspaper, to satisfy applicable legal requirements. The Notice Inviting Proposals for Purchase of Bonds sets forth certain conditions of closing the transaction, including certain of the documentation to be provided at the closing by various parties.

(c) Form of Preliminary Official Statement. The Preliminary Official Statement (the “POS”) is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* property tax levy), (v) information with respect to the District’s tax base (upon which such *ad valorem* property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS. Link to the POS - <https://bit.ly/POSSeriesC>.

(d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds are obligated to procure from a bond issuer a covenant that such public agency will annually file “material financial information and operating data with respect to the District” through the web-based Electronic Municipal Market Access (“EMMA”) system maintained by the Municipal Securities Rulemaking Board (which is the federal agency that regulates “broker-dealers,” including investment bank firms that underwrite municipal obligation issuance). This requirement is expected to be satisfied by the filing of the District’s audited financial statements and other operating information about the District, in the same manner the District has filed in connection with prior bond issuances. The purpose of the law is to provide investors in the Bonds with current information regarding the District.

FISCAL IMPACT: There is no fiscal impact to the General Fund resulting from the issuance of the Bonds.

BOARD POLICY: Pursuant to Board Policy 7214 General Obligation Bonds - Following passage of the bond measure by the appropriate majority of voters, the Board shall pass a resolution directing the issuance and sale of bonds. In accordance with law, the resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable.

GOAL: In Support of Goal 6.d. - Assess Measure S Master Plan to appropriately allocate funds in alignment of district goals and moral imperatives.

BOARD MEETING, FEBRUARY 15, 2022

Approve Resolution #2022-03, Authorizing the Issuance of Oak Park Unified School District Election of 2016 General Obligation Bonds, Series C - Page

ALTERNATIVES:

1. Approve Resolution #2022-03, a Resolution of the Board of Education of the Oak Park Unified School District, Ventura County, California Authorizing the Issuance of Oak Park Unified School District (Ventura County, California) Election of 2016 General Obligation Bonds, Series C, And Actions Related Thereto.
2. Do not approve Resolution #2022-03.

RECOMMENDATION: Alternative No. 1

Prepared by: 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	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

BOARD MEETING, FEBRUARY 15, 2022

Approve Resolution #2022-03, Authorizing the Issuance of Oak Park Unified School District Election of 2016 General Obligation Bonds, Series C - Page

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 15, 2022

SUBJECT: B.3.d. APPROVAL OF 2021-2022 SAFE SCHOOL PLANS

ACTION

ISSUE: Shall the Board review and approve the 2021-2022 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 has updated its plan, providing specific site information to update the District master copy. 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 will be reviewed by the District Safety and Security Task Force. Each administrator, along with their respective School Site Council, has reviewed, updated, and signed off on each plan. The final plans are available upon request for inspection at the District Office and at the Board meeting, however, due to the sensitivity of the information contained and security precautions, they are not made available in a digital format.

FISCAL IMPACT: None; approval of the 2021-2022 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.

GOALS: In support of OPUSD Goals 2.j - Continue to work on disaster preparedness plans and drills (earthquake, fire, lockdowns, shelter-in-place, evacuations, etc).

ALTERNATIVES:

1. Approve the 2021-2022 Safe School Plans as presented.
2. Do not approve the Safe School Plans.

RECOMMENDATION: Alternative No. 1

Prepared by: Brad Benioff, Director of Student Support and School Safety

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

BOARD OF EDUCATION MEETING, FEBRUARY 15, 2022

Approve the 2021-2022 Safe School Plans

Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 15, 2022
SUBJECT: B.3.e. APPROVE CONSULTANT AGREEMENT IN CONNECTION WITH SB 1029 DEBT TRANSPARENCY REPORTING REQUIREMENTS

ACTION

ISSUE: Shall the Board approve a consultant service agreement with Dale Scott & Company for bond continuing disclosure compliance to include SB 1029 reporting requirements?

BACKGROUND: Passed by the California State Legislature in 2016, Senate Bill 1029 requires public agencies that have issued debt to electronically file an Annual Debt Transparency Report. These reports are to include information such as changes to amount of debt authorized, any lapsed authorization, debt issued and repaid, and spending of proceeds. The report must be filed with the California Debt and Investment Advisory Commission ("CDIAC") no later than January 31 for each bond or note issuance sold in the preceding fiscal year. Since 2016, the District has consulted with Dale Scott & Company (DS&C) to prepare and submit Continuing Disclosure Reports on each of the District's various tax-exempt financings, including general obligation bonds and tax revenue anticipatory notes, as required by tax regulations of the U.S. Treasury Department.

At Staff request, DS&C has provided a proposed amendment to the current agreement to continue providing these consultancy services for the District. A copy of the agreement follows for the Board's review and information.

DS&C has prepared the accompanying report for the Board's information. The report was submitted to CDIAC before January 31, 2022, in compliance with SB 1029 requirements.

FISCAL IMPACT: Annual Report fee of \$5,000 per report and ADTRs services not to exceed \$2,692.22. The cost for these services is included in the 2021-2022 Budget.

BOARD POLICY: Pursuant to Board Policy 3470 Debt Issuance and Management - The CBO shall have the responsibility, no less often than annually, to provide to the District's Board of Education a written report which shall contain at least the following information: (i) The amount of the debt proceeds received and expended during the applicable reporting period; and (ii) The status of the acquisition, construction or financing of the school facility projects, as identified in any applicable bond measure, with the proceeds of the debt.

GOALS: In Support of OPUSD Goal 6 - Use resources responsibly to maintain a balanced budget this year and in subsequent years.

ALTERNATIVES:

1. Approve the consultant agreement with Dale Scott & Company for debt disclosure and reporting, to include SB 1029 reporting requirements.
2. Do not approve the agreement.

RECOMMENDATION: Alternative No. 1

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

BOARD OF EDUCATION MEETING FERRUARY 15, 2022

Approve the consultant agreement with Dale Scott & Company for debt disclosure and reporting, to include SB 1029 reporting requirements.

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	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

November 17, 2021

Adam Rauch, Assistant Superintendent
Business and Administrative Services
Oak Park Unified School District
5801 Conifer Street
Oak Park, CA 91377

**Re: Oak Park Unified School District
Continuing Disclosure and ADTR Services Agreement**

Ladies and Gentlemen:

It is our understanding that the Oak Park Unified School District (the "District") wishes to comply with obligations under the continuing disclosure certificates the District has executed and delivered in connection with its outstanding long-term debt financings. Dale Scott & Company, Inc. ("DS&C", together with the District, the "Parties"; individually each a "Party") hereby agrees to assist the District as its continuing disclosure dissemination agent ("Dissemination Agent"). In connection with this goal, Dale Scott & Company, Inc. ("DS&C") proposes to advise and assist the District as its independent financial advisor as set forth below (the "Agreement").

- I. **Continuing Disclosure Services Provided.** The services to be provided under this Agreement are set forth below:
- a. **Preparation of Annual Report.** Include all required items from the continuing disclosure certificate ("CDC") from each of the District's outstanding financings. DS&C shall, whenever possible, attempt to consolidate information from separate CDCs into a single Annual Report.
 - b. **Annual Filing of Annual Report, Budget and Audit.** File all materials as required under each CDC with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access portal.
 - c. **Preparation and Filing of Notice of Significant Events.** Notices of significant market events are required to be filed within 10 business days of their occurrence. DS&C will prepare notices of significant events as required by any CDC when DS&C becomes aware of such event. DS&C will monitor third-party sources for occurrences of significant events related to the rating of the District or any applicable credit enhancement such as bond insurance. The District will notify DS&C if it becomes aware of any significant event requiring a filing. The terms of the CDC govern but such significant events include, but are not limited to:
 - Delinquencies, defaults, unscheduled drawdowns of debt service reserves or credit enhancements, defeasances, bankruptcies, bond calls, adverse tax opinions, etc.
 - Changes in the underlying rating of the District
 - Changes in the ratings of the insurers on the District's outstanding financings
 - Any other significant event required to be disclosed by a CDC

- II. **Preparation and Filing of Annual Debt Transparency Reports ("ADTRs")** shall include but not be limited to:
- Complete an Annual DTR for each applicable District bond or note issuance.
 - Obtain outstanding data from the District not otherwise available as required for the filing of each Annual DTR.
 - Annually file ADTRs with the California Debt and Investment Advisory Commission ("CDIAC").
 - Provide the District with notice and confirmation of each successful filing.
- III. **Limitations on Services.**
- The services provided under this Agreement are limited to the services described above unless otherwise agreed to in writing by DS&C.
 - Under the terms of this Agreement, DS&C is not responsible for determining whether any Annual Report makes an untrue statement of material fact or omits to state any material information or to make any determination with respect to the "materiality" of a significant event or whether such event reflects "financial difficulties" of the District.
- IV. **Compensation.** For its services as set forth in this Agreement, DS&C shall be compensated as follows:
- Continuing Disclosure Services.** For the preparation and filing of the Annual Report (including budgets, audits and any other required data) and for the reporting of significant events, an annual fee of \$5,000 per report payable within 30 days of receipt of invoice from DS&C. For any updated filings required, a fee \$2,500 per filing.
 - ADTR Services.** For the preparations and filing of ADTRs:
 - A one-time set-up fee of \$500 for each ADTR
 - An annual fee of \$538.44 for each filed ADTR provided however:
 - That for any one year, the total annual fee for all services related to the preparation and filing of ADTRs shall not exceed \$2,692.22
 - The Annual DTR fee and annual cap shall escalate by 2.5% per year
 - Expenses.** The District agrees to reimburse DS&C all reasonable and necessary third-party and out-of-pocket expenses at their direct cost plus 5% payable upon receipt of invoice.
- V. **Effective Date, Terms, and Conditions.** This Agreement shall be effective on the date it is signed by an authorized representative of the District and shall last for a term of five years from that date. The District agrees that, during the term of this Agreement, DS&C shall be the sole Dissemination Agent hired by the District for the services described herein.

Either Party may terminate this Agreement at any time with 30 days' written notice of such termination. If such termination is requested by the District, the District agrees to compensate DS&C for its services performed and expenses incurred through the effective date of termination as mutually agreed upon.

VI. Additional Matters.

- a. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of California, without giving effect to principles of conflicts of law. Any litigation or arbitration between the Parties will take place in the appropriate forum located closest to San Francisco, CA.
- b. **Attorneys' Fees.** If either Party brings any action or proceeding to enforce, protect or establish any right or remedy arising out of or based upon this Agreement, including but not limited to the recovery of damages for its breach, the prevailing Party shall be entitled to recovery of its costs and reasonable attorneys' fees, including the reasonable value of counsel services.
- c. **DS&C's Duty to Comply with Laws.** DS&C shall, at all times, comply with all laws, statutes, ordinances, rules and regulations applicable thereto, enacted and adopted by federal, state, regional, municipal or other government bodies, departments or offices thereof.
- d. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party.
- e. **Independent Contractor.** DS&C are independent contractors and not agents or employees of the District and shall have no authority to act as an agent of the District, nor to enter into any agreement for or on behalf of the District except as provided herein.
- f. **Property of District.** All work performed by DS&C pursuant to this Agreement shall become the property of the District, is for the sole use of the District, and shall not be released to any third party without prior written consent of the District.
- g. **Notices.** Where written notice is to be given under this Agreement, service shall be sufficient if deposited in the United States mail, postage paid, and shall be effective from the date of mailing. Notice to the Parties shall be addressed to the signatories below at their respective addresses first listed above. The Parties may deliver any documents related to this Agreement or any notices required by email or other electronic means. The Parties consent to (i) conduct business electronically, (ii) receive documents and notices by such electronic delivery, and (iii) sign documents electronically.
- h. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements between them relating to the subject matter hereof.
- i. **Amendments and Waivers.** No amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Parties. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- j. **Indemnity and Hold Harmless.** Each Party agrees to indemnify and hold harmless the other Party and its employees, agents, managers, and members from any claims, liabilities, losses, damages, and expenses asserted against the other Party and arising out

of the indemnifying Party's negligence, willful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.

- k. **Severability.** If a provision of this Agreement is held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then such provision shall be excluded from this Agreement, and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
- l. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed original and valid.
- m. **Construction.** This Agreement is the result of negotiations between the Parties, and has been reviewed by each of the Parties and their respective counsel, if any. Accordingly, this Agreement shall be deemed to be the product of the Parties, and no ambiguity shall be construed in favor of or against any one of the Parties.
- n. **No Municipal Advisory Services.** DS&C represents that it is not, in fact, conducting any municipal advisory services in the performance of this Agreement. The data that DS&C disseminates under the terms of this Agreement are of a factual nature and do not contain any opinions or advice of DS&C, and may not be relied upon as financial advice from DS&C. DS&C agrees to work with the District to ensure that the terms of the Agreement are interpreted and performed accordingly. The Parties agree to immediately amend the Agreement as soon as either becomes aware of any term herein that inadvertently requests or requires that DS&C provide municipal advisory services.
- o. **As-Is Data.** The data DS&C disseminates under this Agreement may be produced from third-party sources. While such data is reasonably believed to be reliable, DS&C makes no representation regarding the accuracy, completeness or reliability of such data, and disseminates it strictly "as is." DS&C shall not be liable for any damages arising from use of, or reliance upon, such data, however caused and on any theory of liability.

Dale Scott & Company, Inc.

Oak Park Unified School District

By:

Accepted:



Dale Scott, President

Title:

Date:

February 3, 2022

Adam Rauch, Assistant Superintendent Business Services
Byron Jones, Director of Fiscal Services
Oak Park Unified School District
Oak Park, CA

Dear Mr. Rauch and Mr. Jones,

This letter is to notify you that Dale Scott & Co., Inc., in its capacity as Filing Agent for the District, has successfully prepared and filed an Annual Debt Transparency Report (ADTR) on behalf of the District for debt issued where a report of final sale was submitted to the California Debt and Investment Advisory Commission (CDIAC) for the 2020-21 fiscal year.

Included in this correspondence you will find a copy of the ADTR that was completed and submitted online to the CDIAC.

Our office has included the invoice for these services to the District.

As a matter of practice, our office retains copies of these filings, and we encourage the District to do the same for its own records.

Please let us know if you have any questions or if we can be of further assistance with regard to the District's continuing disclosure needs.

Thank you,



Dale Scott
Dale Scott & Co., Inc

Submitted:

Friday, January 21, 2022

12:32:45PM

CDIAC Number:

2017-0034

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

I. GENERAL INFORMATION

A. Issuer Oak Park Unified School District
 B. Issue Name 2016 Election 2017 GOBs
 C. Project Name Series A
 D. Date of Sale 3/9/2017
 E. Original Principal Amount of Issue \$15,000,000.00
 F. Net Original Issue Premium (Discount) \$585,702.25
 G. Proceeds Used to Acquire Local Obligations (Marks-Roos Only): \$0.00
 H. Total Reportable Proceeds \$15,585,702.25

II. A. ISSUANCE AUTHORIZATION 1

1) Original Authorized Amount \$60,000,000.00
 2) Authorization Date 11/8/2016
 3) Authorized Name (Measure/Resolution ID, Name of Number) Measure S
 4) Amount Authorized - Begin Reporting Period \$27,690,000.00
 5) Amount Authorized - During Reporting Period \$0.00
 6) Total Debt Authorized \$27,690,000.00
 7) Issuance Reported to CDIAC - During Rept. Per. (Auth. Reduction) \$0.00
 8) Replenishment Reported to CDIAC - During Rept. Per. (Auth Increase) \$0.00
 9) Debt Authorized but Unissued - During the Reporting Period \$27,690,000.00
 10) Authorization Lapsed - During the Reporting Period \$0.00
 11) Total Authorization Remaining - End of the Reporting Period \$27,690,000.00

II. B. ISSUANCE AUTHORIZATION 2

1) Original Authorized Amount \$0.00
 2) Authorization Date
 3) Authorized Name (Measure/Resolution ID, Name or Number)
 4) Amount Authorized - Begin Reporting Period \$0.00
 5) Amount Authorized - During Reporting Period \$0.00
 6) Total Debt Authorized \$0.00
 7) Issuance Reported to CDIAC - During Rept. Per. (Auth. Reduction) \$0.00
 8) Replenishment Reported to CDIAC - During Rept. Per. (Auth. Increase) \$0.00
 9) Debt Authorized but Unissued - During the Reporting Period \$0.00
 10) Authorization Lapsed - During the Reporting Period \$0.00
 11) Total Authorization Remaining - End of the Reporting Period \$0.00

III. PRINCIPAL OUTSTANDING

A. Principal Balance upon sale or at the Beginning of Reporting Period \$12,845,000.00
 B. Accreted Interest During Reporting Period \$0.00
 C. Total Principal and Accreted Interest \$0.00
 D. Principal Paid During the Reporting Period \$0.00
 E. Principal Payments (not reported in III.D.) made \$1,160,000.00
 F. Principal Outstanding at the End of the Reporting Period \$11,685,000.00

IV. REFUNDING/REFINANCING ISSUES

Source of Refunding/refinancing proceeds in III.D.:

CDIAC NUMBER	REFUNDING/REFINANCING AMOUNT	REDEMPTION/PAYMENT DATE
	\$0.00	
	\$0.00	
Total Proceeds	\$0.00	

V. USE OF PROCEEDS**A. Reportable Proceeds**

REPORT PERIOD END	BEGIN	SPENT	REMAIN
6/30/2021	\$0.00	\$0.00	\$0.00
6/30/2020	\$0.00	\$0.00	\$0.00
6/30/2019	\$4,748,826.40	\$4,748,826.40	\$0.00
6/30/2018	\$8,671,358.41	\$3,922,532.01	\$4,748,826.40
6/30/2017	\$15,585,702.25	\$6,914,343.84	\$8,671,358.41

Submitted:

Friday, January 21, 2022

12:32:45PM

CDIAC Number:

2017-0034

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

B. Expenditure of Proceeds - Fund Level

Fund Category	Total Proceeds	Current Spent	Prior Spent	Unspent / Remaining
Construction Fund	\$14,827,220.00	\$0.00	\$14,827,220.00	\$0.00
Cost of Issuance	\$282,334.00	\$0.00	\$282,334.00	\$0.00
Reserve Fund	\$476,148.25	\$0.00	\$476,148.25	\$0.00

TOTAL

\$15,585,702.25

\$0.00

\$15,585,702.25

\$0.00

C. Expenditure of Proceeds - Detail Level

Fund Category	Purpose Detail	Current Period	Prior Period	Total All Period	Refunded CDIAC#
Construction Fund	Building Modernization	\$0.00	\$3,397,710.56	\$3,397,710.56	
Construction Fund	Contractors Fees	\$0.00	\$1,533,960.67	\$1,533,960.67	
Construction Fund	Solar Install	\$0.00	\$7,851,539.21	\$7,851,539.21	
Construction Fund	Technology & Improvements	\$0.00	\$1,755,116.12	\$1,755,116.12	
Construction Fund	Testing/Inspections	\$0.00	\$288,893.44	\$288,893.44	
Cost of Issuance	Cost of Issuance	\$0.00	\$282,334.00	\$282,334.00	
Reserve Fund	Interest Payments	\$0.00	\$476,148.25	\$476,148.25	

TOTAL

\$0.00

\$15,585,702.25

\$15,585,702.25

VI. ADTR REPORTABLE**A. Principal Issued has been fully:**
 Not Retired ☒ Repaid ☐ Redeemed ☐ Matured ☐ Date:
B. Proceeds have been fully spent:
 Yes ☒ No ☐ Date: 6/30/2019
C. Reportable in next Fiscal Year:

Y - Yes

VII. NAME OF PARTY COMPLETING THIS FORM

Name Ryne Mauck
 Title Financial Analyst
 Firm/ Agency Dale Scott & Company Inc
 Address 548 Market Street Suite 44410
 City/ State/ Zip San Francisco, CA 94104
 Phone Number (415) 956-1030
 E-Mail rmauck@dalescott.com

Date of Report 1/21/2022

VIII. COMMENTS:

Submitted:

Friday, January 21, 2022

12:32:45PM

CDIAC Number:

2017-0034

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

B. Expenditure of Proceeds - Fund Level (continued)

Fund Category	Total Proceeds	Current Spent	Prior Spent	Unspent / Remaining

TOTAL

C. Expenditure of Proceeds - Detail Level (continued)

Fund Category	Purpose Detail	In Report Period	Prior Period	Total All Period	Refunded CDIAC#

TOTAL

Submitted:

Monday, January 31, 2022

11:50:56AM

CDIAC Number:

2018-2339

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

I. GENERAL INFORMATION

A. Issuer Oak Park Unified School District
 B. Issue Name 2016 Election 2018 GOBs
 C. Project Name Series B
 D. Date of Sale 11/8/2018
 E. Original Principal Amount of Issue \$17,310,000.00
 F. Net Original Issue Premium (Discount) \$1,785,843.00
 G. Proceeds Used to Acquire Local Obligations (Marks-Roos Only): \$0.00
 H. Total Reportable Proceeds \$19,095,843.00

II. A. ISSUANCE AUTHORIZATION 1

1) Original Authorized Amount \$60,000,000.00
 2) Authorization Date 11/8/2016
 3) Authorized Name (Measure/Resolution ID, Name of Number) Measure S
 4) Amount Authorized - Begin Reporting Period \$27,690,000.00
 5) Amount Authorized - During Reporting Period \$0.00
 6) Total Debt Authorized \$27,690,000.00
 7) Issuance Reported to CDIAC - During Rept. Per. (Auth. Reduction) \$0.00
 8) Replenishment Reported to CDIAC - During Rept. Per. (Auth. Increase) \$0.00
 9) Debt Authorized but Unissued - During the Reporting Period \$27,690,000.00
 10) Authorization Lapsed - During the Reporting Period \$0.00
 11) Total Authorization Remaining - End of the Reporting Period \$27,690,000.00

II. B. ISSUANCE AUTHORIZATION 2

1) Original Authorized Amount \$0.00
 2) Authorization Date
 3) Authorized Name (Measure/Resolution ID, Name or Number)
 4) Amount Authorized - Begin Reporting Period \$0.00
 5) Amount Authorized - During Reporting Period \$0.00
 6) Total Debt Authorized \$0.00
 7) Issuance Reported to CDIAC - During Rept. Per. (Auth. Reduction) \$0.00
 8) Replenishment Reported to CDIAC - During Rept. Per. (Auth. Increase) \$0.00
 9) Debt Authorized but Unissued - During the Reporting Period \$0.00
 10) Authorization Lapsed - During the Reporting Period \$0.00
 11) Total Authorization Remaining - End of the Reporting Period \$0.00

III. PRINCIPAL OUTSTANDING

A. Principal Balance upon sale or at the Beginning of Reporting Period \$17,310,000.00
 B. Accreted Interest During Reporting Period \$0.00
 C. Total Principal and Accreted Interest \$0.00
 D. Principal Paid During the Reporting Period \$0.00
 E. Principal Payments (not reported in III.D.) made \$0.00
 F. Principal Outstanding at the End of the Reporting Period \$17,310,000.00

IV. REFUNDING/REFINANCING ISSUES

Source of Refunding/refinancing proceeds in III.D.:

CDIAC NUMBER	REFUNDING/REFINANCING AMOUNT	REDEMPTION/PAYMENT DATE
	\$0.00	
	\$0.00	
Total Proceeds	\$0.00	

V. USE OF PROCEEDS**A. Reportable Proceeds**

REPORT PERIOD END	BEGIN	SPENT	REMAIN
6/30/2021	\$9,926,453.21	\$5,504,075.00	\$4,422,378.21
6/30/2020	\$17,158,234.56	\$7,231,781.35	\$9,926,453.21
6/30/2019	\$19,095,843.00	\$1,937,608.44	\$17,158,234.56

Submitted:

Monday, January 31, 2022

11:50:56AM

CDIAC Number:

2018-2339

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

B. Expenditure of Proceeds - Fund Level

Fund Category	Total Proceeds	Current Spent	Prior Spent	Unspent / Remaining
Capitalized Interest	\$1,663,160.05	\$681,775.61	\$981,384.44	\$0.00
Construction Fund	\$17,125,000.00	\$4,822,299.39	\$7,880,322.40	\$4,422,378.21
Cost of Issuance	\$185,000.00	\$0.00	\$185,000.00	\$0.00
UW Discount	\$122,682.95	\$0.00	\$122,682.95	\$0.00

TOTAL

\$19,095,843.00

\$5,504,075.00

\$9,169,389.79

\$4,422,378.21

C. Expenditure of Proceeds - Detail Level

Fund Category	Purpose Detail	Current Period	Prior Period	Total All Period	Refunded CDIAC#
Capitalized Interest	Capitalized Interest	\$681,775.61	\$981,384.44	\$1,663,160.05	
Construction Fund	Building Modernization	\$4,822,299.39	\$7,880,322.40	\$12,702,621.79	
Cost of Issuance	Cost of Issuance	\$0.00	\$185,000.00	\$185,000.00	
UW Discount	UW Discount	\$0.00	\$122,682.95	\$122,682.95	

TOTAL

\$5,504,075.00

\$9,169,389.79

\$14,673,464.79

VI. ADTR REPORTABLE**A. Principal Issued has been fully:**Not Retired ☒ Repaid ☐ Redeemed ☐ Matured ☐ Date:**B. Proceeds have been fully spent:**Yes ☐ No ☒ Date:**C. Reportable in next Fiscal Year:**

Y - Yes

VII. NAME OF PARTY COMPLETING THIS FORM

Name Ryne Mauck
 Title Financial Analyst
 Firm/ Agency Dale Scott & Company Inc
 Address 548 Market Street Suite 44410
 City/ State/ Zip San Francisco, CA 94104
 Phone Number (415) 956-1030
 E-Mail rmauck@dalescott.com

Date of Report 1/31/2022

VIII. COMMENTS:

Submitted:

Monday, January 31, 2022

11:50:56AM

CDIAC Number:

2018-2339

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

B. Expenditure of Proceeds - Fund Level (continued)

Fund Category	Total Proceeds	Current Spent	Prior Spent	Unspent / Remaining

TOTAL

C. Expenditure of Proceeds - Detail Level (continued)

Fund Category	Purpose Detail	In Report Period	Prior Period	Total All Period	Refunded CDIAC#

TOTAL

Submitted:

Wednesday, January 26, 2022

11:49:09AM

CDIAC Number:

2020-1425

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

I. GENERAL INFORMATION

A. Issuer Oak Park Unified School District (CSCRPA)
 B. Issue Name 2020-2021 TRAN Pool Bonds
 C. Project Name CSCRPA 2020-2021 TRAN Pool Series H
 D. Date of Sale 7/28/2020
 E. Original Principal Amount of Issue \$5,845,000.00
 F. Net Original Issue Premium (Discount) \$44,597.35
 G. Proceeds Used to Acquire Local Obligations (Marks-Roos Only): \$0.00
 H. Total Reportable Proceeds \$5,889,597.35

II. A. ISSUANCE AUTHORIZATION 1

1) Original Authorized Amount \$5,845,000.00
 2) Authorization Date 6/4/2020
 3) Authorized Name (Measure/Resolution ID, Name of Number) Resolution No 20-1
 4) Amount Authorized - Begin Reporting Period \$0.00
 5) Amount Authorized - During Reporting Period \$5,845,000.00
 6) Total Debt Authorized \$5,845,000.00
 7) Issuance Reported to CDIAC - During Rept. Per. (Auth. Reduction) \$5,845,000.00
 8) Replenishment Reported to CDIAC - During Rept. Per. (Auth Increase) \$0.00
 9) Debt Authorized but Unissued - During the Reporting Period \$0.00
 10) Authorization Lapsed - During the Reporting Period \$0.00
 11) Total Authorization Remaining - End of the Reporting Period \$0.00

II. B. ISSUANCE AUTHORIZATION 2

1) Original Authorized Amount \$0.00
 2) Authorization Date
 3) Authorized Name (Measure/Resolution ID, Name or Number)
 4) Amount Authorized - Begin Reporting Period \$0.00
 5) Amount Authorized - During Reporting Period \$0.00
 6) Total Debt Authorized \$0.00
 7) Issuance Reported to CDIAC - During Rept. Per. (Auth. Reduction) \$0.00
 8) Replenishment Reported to CDIAC - During Rept. Per. (Auth. Increase) \$0.00
 9) Debt Authorized but Unissued - During the Reporting Period \$0.00
 10) Authorization Lapsed - During the Reporting Period \$0.00
 11) Total Authorization Remaining - End of the Reporting Period \$0.00

III. PRINCIPAL OUTSTANDING

A. Principal Balance upon sale or at the Beginning of Reporting Period \$5,845,000.00
 B. Accreted Interest During Reporting Period \$0.00
 C. Total Principal and Accreted Interest \$0.00
 D. Principal Paid During the Reporting Period \$0.00
 E. Principal Payments (not reported in III.D.) made \$5,845,000.00
 F. Principal Outstanding at the End of the Reporting Period \$0.00

IV. REFUNDING/REFINANCING ISSUES

Source of Refunding/refinancing proceeds in III.D.:

CDIAC NUMBER	REFUNDING/REFINANCING AMOUNT	REDEMPTION/PAYMENT DATE
	\$0.00	
	\$0.00	
Total Proceeds	\$0.00	

V. USE OF PROCEEDS**A. Reportable Proceeds**

REPORT PERIOD END	BEGIN	SPENT	REMAIN
6/30/2021	\$5,889,597.35	\$0.00	\$5,889,597.35

Submitted:

Wednesday, January 26, 2022

11:49:09AM

CDIAC Number:

2020-1425

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

B. Expenditure of Proceeds - Fund Level

Fund Category	Total Proceeds	Current Spent	Prior Spent	Unspent / Remaining
TRAN	\$5,889,597.35	\$0.00	\$0.00	\$0.00

TOTAL

\$5,889,597.35

\$0.00

\$0.00

\$0.00

C. Expenditure of Proceeds - Detail Level

Fund Category	Purpose Detail	Current Period	Prior Period	Total All Period	Refunded CDIAC#

TOTAL

VI. ADTR REPORTABLE

A. Principal Issued has been fully:

Not Retired ☐

Repaid ☐

Redeemed ☐

Matured ☒

Date: 6/30/2021

B. Proceeds have been fully spent:

Yes ☐

No ☒

Date:

C. Reportable in next Fiscal Year:

Y - Yes

VII. NAME OF PARTY COMPLETING THIS FORM

Name

Ryne Mauck

Title

Analyst

Firm/ Agency

Dale Scott & Company

Address

548 Market Street

City/ State/ Zip

San Francisco, CA 94104

Phone Number

(415) 956-1030

E-Mail

rmauck@dalescott.com

Date of Report

1/26/2022

VIII. COMMENTS:

Submitted:

Wednesday, January 26, 2022

11:49:09AM

CDIAC Number:

2020-1425

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

B. Expenditure of Proceeds - Fund Level (continued)

Fund Category	Total Proceeds	Current Spent	Prior Spent	Unspent / Remaining

TOTAL

C. Expenditure of Proceeds - Detail Level (continued)

Fund Category	Purpose Detail	In Report Period	Prior Period	Total All Period	Refunded CDIAC#

TOTAL

Submitted:

Friday, January 21, 2022

12:58:06PM

CDIAC Number:

2020-2176

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

I. GENERAL INFORMATION

A. Issuer Oak Park Unified School District
 B. Issue Name 2020 Ref GOBs
 C. Project Name School Facilities
 D. Date of Sale 10/28/2020
 E. Original Principal Amount of Issue \$8,955,662.95
 F. Net Original Issue Premium (Discount) \$0.00
 G. Proceeds Used to Acquire Local Obligations (Marks-Roos Only): \$0.00
 H. Total Reportable Proceeds \$8,955,662.95

II. A. ISSUANCE AUTHORIZATION 1

1) Original Authorized Amount \$12,500,000.00
 2) Authorization Date 10/21/2020
 3) Authorized Name (Measure/Resolution ID, Name of Number) Resolution No 2020-20
 4) Amount Authorized - Begin Reporting Period \$0.00
 5) Amount Authorized - During Reporting Period \$8,955,662.95
 6) Total Debt Authorized \$8,955,662.95
 7) Issuance Reported to CDIAC - During Rept. Per. (Auth. Reduction) \$8,955,662.95
 8) Replenishment Reported to CDIAC - During Rept. Per. (Auth Increase) \$0.00
 9) Debt Authorized but Unissued - During the Reporting Period \$0.00
 10) Authorization Lapsed - During the Reporting Period \$0.00
 11) Total Authorization Remaining - End of the Reporting Period \$0.00

II. B. ISSUANCE AUTHORIZATION 2

1) Original Authorized Amount \$0.00
 2) Authorization Date
 3) Authorized Name (Measure/Resolution ID, Name or Number)
 4) Amount Authorized - Begin Reporting Period \$0.00
 5) Amount Authorized - During Reporting Period \$0.00
 6) Total Debt Authorized \$0.00
 7) Issuance Reported to CDIAC - During Rept. Per. (Auth. Reduction) \$0.00
 8) Replenishment Reported to CDIAC - During Rept. Per. (Auth. Increase) \$0.00
 9) Debt Authorized but Unissued - During the Reporting Period \$0.00
 10) Authorization Lapsed - During the Reporting Period \$0.00
 11) Total Authorization Remaining - End of the Reporting Period \$0.00

III. PRINCIPAL OUTSTANDING

A. Principal Balance upon sale or at the Beginning of Reporting Period \$8,955,662.95
 B. Accreted Interest During Reporting Period \$0.00
 C. Total Principal and Accreted Interest \$0.00
 D. Principal Paid During the Reporting Period \$0.00
 E. Principal Payments (not reported in III.D.) made \$0.00
 F. Principal Outstanding at the End of the Reporting Period \$8,955,662.95

IV. REFUNDING/REFINANCING ISSUES

Source of Refunding/refinancing proceeds in III.D.:

CDIAC NUMBER	REFUNDING/REFINANCING AMOUNT	REDEMPTION/PAYMENT DATE
	\$0.00	
	\$0.00	
Total Proceeds	\$0.00	

V. USE OF PROCEEDS**A. Reportable Proceeds**

REPORT PERIOD END	BEGIN	SPENT	REMAIN
6/30/2021	\$8,955,662.95	\$276,777.16	\$8,678,885.79

Submitted:

Friday, January 21, 2022

12:58:06PM

CDIAC Number:

2020-2176

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

B. Expenditure of Proceeds - Fund Level

Fund Category	Total Proceeds	Current Spent	Prior Spent	Unspent / Remaining
Cost of Issuance	\$212,487.63	\$212,487.63	\$0.00	\$0.00
Refunding Escrow Account	\$8,678,885.79	\$0.00	\$0.00	\$0.00
UW Discount	\$64,289.53	\$64,289.53	\$0.00	\$0.00

TOTAL

\$8,955,662.95

\$276,777.16

\$0.00

\$0.00

C. Expenditure of Proceeds - Detail Level

Fund Category	Purpose Detail	Current Period	Prior Period	Total All Period	Refunded CDIAC#
Cost of Issuance	COI	\$212,487.63	\$0.00	\$212,487.63	
UW Discount	UW Discount	\$64,289.53	\$0.00	\$64,289.53	

TOTAL

\$276,777.16

\$0.00

\$276,777.16

VI. ADTR REPORTABLE**A. Principal Issued has been fully:**
 Not Retired ☒ Repaid ☐ Redeemed ☐ Matured ☐ Date:
B. Proceeds have been fully spent:
 Yes ☐ No ☒ Date:
C. Reportable in next Fiscal Year:

Y - Yes

VII. NAME OF PARTY COMPLETING THIS FORM

Name Ryne Mauck
 Title Analyst
 Firm/ Agency Dale Scott & Company
 Address 548 Market Street
 City/ State/ Zip San Francisco, CA 94104
 Phone Number (415) 956-1030
 E-Mail rmauck@dalescott.com

Date of Report 1/21/2022

VIII. COMMENTS:

Submitted:

Friday, January 21, 2022

12:58:06PM

CDIAC Number:

2020-2176

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

B. Expenditure of Proceeds - Fund Level (continued)

Fund Category	Total Proceeds	Current Spent	Prior Spent	Unspent / Remaining

TOTAL

C. Expenditure of Proceeds - Detail Level (continued)

Fund Category	Purpose Detail	In Report Period	Prior Period	Total All Period	Refunded CDIAC#

TOTAL

Submitted:

Wednesday, January 26, 2022

11:45:18AM

CDIAC Number:

2021-0580

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

I. GENERAL INFORMATION

A. Issuer Oak Park Unified School District (CSCRPA)
 B. Issue Name 2020-2021 Bonds
 C. Project Name CSCRPA 2020-2021 TRAN Pool Series M
 D. Date of Sale 3/16/2021
 E. Original Principal Amount of Issue \$5,910,000.00
 F. Net Original Issue Premium (Discount) \$0.00
 G. Proceeds Used to Acquire Local Obligations (Marks-Roos Only): \$0.00
 H. Total Reportable Proceeds \$5,910,000.00

II. A. ISSUANCE AUTHORIZATION 1

1) Original Authorized Amount \$15,000,000.00
 2) Authorization Date 11/17/2020
 3) Authorized Name (Measure/Resolution ID, Name of Number) Resolution dated 11/17/2020
 4) Amount Authorized - Begin Reporting Period \$0.00
 5) Amount Authorized - During Reporting Period \$5,910,000.00
 6) Total Debt Authorized \$5,910,000.00
 7) Issuance Reported to CDIAC - During Rept. Per. (Auth. Reduction) \$5,910,000.00
 8) Replenishment Reported to CDIAC - During Rept. Per. (Auth. Increase) \$0.00
 9) Debt Authorized but Unissued - During the Reporting Period \$0.00
 10) Authorization Lapsed - During the Reporting Period \$0.00
 11) Total Authorization Remaining - End of the Reporting Period \$0.00

II. B. ISSUANCE AUTHORIZATION 2

1) Original Authorized Amount \$0.00
 2) Authorization Date
 3) Authorized Name (Measure/Resolution ID, Name or Number)
 4) Amount Authorized - Begin Reporting Period \$0.00
 5) Amount Authorized - During Reporting Period \$0.00
 6) Total Debt Authorized \$0.00
 7) Issuance Reported to CDIAC - During Rept. Per. (Auth. Reduction) \$0.00
 8) Replenishment Reported to CDIAC - During Rept. Per. (Auth. Increase) \$0.00
 9) Debt Authorized but Unissued - During the Reporting Period \$0.00
 10) Authorization Lapsed - During the Reporting Period \$0.00
 11) Total Authorization Remaining - End of the Reporting Period \$0.00

III. PRINCIPAL OUTSTANDING

A. Principal Balance upon sale or at the Beginning of Reporting Period \$5,910,000.00
 B. Accreted Interest During Reporting Period \$0.00
 C. Total Principal and Accreted Interest \$0.00
 D. Principal Paid During the Reporting Period \$0.00
 E. Principal Payments (not reported in III.D.) made \$5,910,000.00
 F. Principal Outstanding at the End of the Reporting Period \$0.00

IV. REFUNDING/REFINANCING ISSUES

Source of Refunding/refinancing proceeds in III.D.:

CDIAC NUMBER	REFUNDING/REFINANCING AMOUNT	REDEMPTION/PAYMENT DATE
	\$0.00	
	\$0.00	
Total Proceeds	\$0.00	

V. USE OF PROCEEDS**A. Reportable Proceeds**

REPORT PERIOD END	BEGIN	SPENT	REMAIN
6/30/2021	\$5,910,000.00	\$0.00	\$5,910,000.00

Submitted:

Wednesday, January 26, 2022

11:45:18AM

CDIAC Number:

2021-0580

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

B. Expenditure of Proceeds - Fund Level

Fund Category	Total Proceeds	Current Spent	Prior Spent	Unspent / Remaining
TRAN	\$5,910,000.00	\$0.00	\$0.00	\$0.00

TOTAL

\$5,910,000.00

\$0.00

\$0.00

\$0.00

C. Expenditure of Proceeds - Detail Level

Fund Category	Purpose Detail	Current Period	Prior Period	Total All Period	Refunded CDIAC#

TOTAL

VI. ADTR REPORTABLE

A. Principal Issued has been fully:

Not Retired ☐

Repaid ☐

Redeemed ☐

Matured ☒

Date: 6/30/2021

B. Proceeds have been fully spent:

Yes ☐

No ☒

Date:

C. Reportable in next Fiscal Year:

Y - Yes

VII. NAME OF PARTY COMPLETING THIS FORM

Name

Ryne Mauck

Title

Analyst

Firm/ Agency

Dale Scott & Company

Address

548 Market Street

City/ State/ Zip

San Francisco, CA 94104

Phone Number

(415) 956-1030

E-Mail

rmauck@dalescott.com

Date of Report

1/26/2022

VIII. COMMENTS:

Submitted:

Wednesday, January 26, 2022

11:45:18AM

CDIAC Number:

2021-0580

Information as of Reporting Year End :

6/30/2021

**STATE OF CALIFORNIA
ANNUAL DEBT TRANSPARENCY REPORT**

For Office Use Only

Fiscal Year _____

B. Expenditure of Proceeds - Fund Level (continued)

Fund Category	Total Proceeds	Current Spent	Prior Spent	Unspent / Remaining

TOTAL

C. Expenditure of Proceeds - Detail Level (continued)

Fund Category	Purpose Detail	In Report Period	Prior Period	Total All Period	Refunded CDIAC#

TOTAL

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 15, 2022
SUBJECT: B.3.f. AUTHORIZE PURCHASE OF EMERGENCY GENERATOR FOR DISTRICT ADMINISTRATIVE OFFICE FOR MEASURE S BOND PROJECT 19-17S

ACTION

ISSUE: Shall the Board authorize the purchase of the emergency generator for the district administrative office as part of Measure S Bond Project 19-17S?

BACKGROUND: At the June 4th, 2019 meeting, the Board authorized Measure S Project 19-17S, Emergency Generator at District Administrative Office, and Ratify Professional Services Agreement for Engineering and Design Services as a response to the sustained power outages experienced during the Woolsey Fire. Since that time, OPUSD submitted a grant to the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (CalOES) for funding to assist in the purchase and installation of the emergency generator. The application was approved, providing funds to cover 75% of the project's costs.

Staff solicited three bids for the generator equipment. Bids were submitted including by Kohler, Cummins, and Caterpillar (Bid documents included). Staff selected the Cummins bid based on price, their ongoing in-house maintenance program, and overall reputation.

As part of the of the Ventura County Air Quality Department (VCAQD) permit process, notifications were sent to Oak Park residents that live within 1,000 feet of the generator. Additionally, every family who has a student that attends Oak View and/or the Independent Study school, was sent notifications based on the location of the generator to the campus. During the 30-day window for responses, three residents wrote to VCAQD with questions, which VCAQD responded. VCAQD has issued an Authority to Construct.

At this meeting staff is recommended the Board authorize the project. At a later meeting, the Board will be brought a recommendation for services to install the generator.

FISCAL IMPACT: The cost for the generator equipment is \$144,521.80 (Including 10% Contingency). 75% of this (\$108,391.35) will be reimbursed by FEMA, leaving \$36,130.45 (25%) to be funded through Measure S Project 19-17S.

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 6.d. Assess Measure S Master Plan to appropriately allocate funds in alignment of district goals and moral imperatives.

ALTERNATIVES:

1. Approve purchase
2. Do not approve purchase

BOARD OF EDUCATION MEETING, FEBRUARY 15, 2022

Authorize the purchase of the emergency generator for the district administrative office as part of Measure S Bond Project 19-17S

Page 2

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	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

June 18, 2021



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IN POWER. SINCE 1920.

KOHLER GENERATOR SALES - SERVICE - PARTS - RENTALS

To learn more, visit our website at www.BCEW.com

REFERENCE: Oak Park USD
EMERGENCY GENERATOR SYSTEM
BCEW #143717

Bay City Electric Works in conjunction with the Sourcewell/NJPA contract #120617-KOH is pleased to offer the following Kohler generator system for your use on the referenced project. This proposal includes the equipment and testing shown on your partial single line and specification. The following clarifications, technical exceptions and/or exclusions are noted:

- No off-loading or installation included.
- No engineering services included.
- No permits or fees included.
- No removal of existing equipment included.
- No fuel provided.
- ATS oversized to 800A to meet 65kA requirement on specs.

Major system components include:

One (1) UL2200 Listed Kohler model 200REOZJF diesel powered generator set, rated for standby duty at 200 KW, 0.8 PF, 250 KVA, 480 volt, 3 phase, 4 wire, 60 Hertz, 1800 RPM, outdoor in weatherproof sound attenuated enclosure (75 dba) with 400 gallon subbase diesel fuel tank rated for 24 hours at full load.

One (1) Asco Series 300 Automatic Transfer Switch, rated at 800 amps, 480 volt, 3 phase, 4 wire, 4 pole, over-lapping switched neutral, in Nema 3R cabinet for outdoor mounting.

Jobsite inspection, initial startup, and initiation of warranty, by a Bay City Electric Works field technician during normal working hours Monday through Friday 7:00 a.m. to 4:00 p.m. Testing will utilize building load unless the specification states otherwise. Fuel for testing is excluded. Any jobsite orientation and training of operating personnel to be done at the time of startup.

13625 Danielson Street, Poway, CA 92064 (HQ)
8647 Helms Ave, Unit #100, Rancho Cucamonga, CA 91730
322 Lindbergh Avenue, Livermore, CA 94551
Phone – 866.938.8200 Fax – 619.938.8202
www.BCEW.com

REFERENCE: Oak Park USD
BCEW # 143717
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Kohler limited generator warranty, effective from date of startup, for:
1 year or 2000 hours (whichever occurs first) as published in Kohler Brochure.

Asco limited ATS warranty, effective from date of startup, for:
2 years as published in ASCO Brochure.

System Price: FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 7:00 a.m. to 4:00 p.m.
Deliveries outside the normal business hours will be invoiced as necessary.

200REOZJF with Sound Enclosure List Price - \$65,007.00 – PER UNIT
Sourcewell/NJPA Member Discount 41% - (\$26,652.87) – PER UNIT
Sourcewell/NJPA Member Price, FOB Kohler, WI - \$38,354.13 – PER UNIT
Sales Tax – 9.5% (based on delivery to Vallejo, CA) - \$3,643.64 – PER UNIT

On-Site Start-up - \$4,500.00
Distributor List Less 5% (Sourcewell/NJPA Member Price) = \$4,275.00 - per system

Freight \$6,000.00 – (estimated) – per system

On-Site Fuel Tank Pressure Test – If required by Fire Department - \$2,000.00
Distributor List Less 5%(Sourcewell/NJPA Member Price) = \$1,900.00 - per system

Asco Series 300 Automatic Transfer Switch, 800A - \$9,150.63
Distributor List Less 5% (Sourcewell/NJPA Member Price) = \$8,693.10 – PER UNIT

ADDERS :

DPF adder - \$21,460.00
Distributor List Less 5%(Sourcewell/NJPA Member Price) = \$20,387.00 – PER UNIT

This adder is for the DPF, DPF mounting to the enclosure, installation in the field, and all freight. (setting in place will need to be done with the crane that sets the genset)

BOLT Monitoring System adder - \$3,125.00
Distributor List Less 5%(Sourcewell/NJPA Member Price) = \$2,968.75 – per system

This adder is for the installation and monitoring with the ability to notify mobile phone numbers.

REFERENCE: Oak Park USD

BCEW # 143717

3 of 7

AQMD/APCD Permit is not included. To be provided by others. Contact ProActive Consulting Group at 714-893-7900 for Permit application processing information and pricing.

Detailed Information

Part Number	Description	Qty
GM200REOZJF	200REOZJF Generator System	1
200REOZJF-CP1	200REOZJF Generator Set	1
Includes the following:		
222661	Nameplate Rating, Standby 130 Degree	1
GM19874-KA1	UL2200 Listing	1
333708	Voltage, 60Hz, 277/480V, 3Ph, 4W, 0.8PF	1
GM77933-MA3	Alt & Mtg 4S13X (SAE 11.5, No. 2)	1
GM70803-MA1	Cooling, Unit Mounted Radiator 50C	1
GM110324-MA2	Skid & Mounting, 180-200kW JD 4SX	1
GM70805-MA2	Standard Duty Air Intake	1
GM104378-MA4	Controller, APM402 800A 3PH	1
GM104385-MA1-BLK	Control & Harness, 180-200 JD APM402	1
GM75749-KA5	Accessory Inner Panel	1
GM110486-KA1-KCB	Enclosure, Sound	1
GM71450-AA1	Software, Fuel Level & Fuel in Basin	1
GM75555-KA5	Block Heater, 120V, 1800W	1
324588	Battery, 2/12V, 925CCA, Wet	1
GM96391-KA3	Battery Charger 24V, 6A	1
GM79104-KA1	Generator Heater, 120/240V, 200W	1
GM85971-KA1	APM402 Manual Speed Adjust	1
GM75749-KA10	Run Relay, 24V	1
GM75749-KA6	2Input/5Output	1
GM88179-CA1	Breaker 1 Components	1
GM86325-KA1	LCB, 400A, LGP, EL/Micro LI, 100%	1
GM51853-KA2	Mtg, LCB, LG-FRAME, 400A 4S	1
GM51870-KA11-KCB	Covers, 4S J-Box LG-FRAME With LG LCB	1
GM51855-KA3	Neutral, 800A 4S	1
GM86123-KA1	Decals, Bonding & Phasing	1
GM39550-KA1	Flexible Fuel Lines	1
GM74135-KA1	Tank, 24 Hour, 400 Gallon	1
326237	Air Cleaner Restriction Indicator	1
GM28625-KA3	Coolant in Genset 7 gals.	1
GM110313-KA1	Skid Extension	1
GM50088	Warranty, 1 Year Standby	1

13625 Danielson Street, Poway, CA 92064 (HQ)
8647 Helms Ave, Unit #100, Rancho Cucamonga, CA 91730
322 Lindbergh Avenue, Livermore, CA 94551
Phone – 866.938.8200 Fax – 619.938.8202

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REFERENCE: Oak Park USD

BCEW # 143717

4 of 7

258811	Power Factor Test,0.8,3Ph Only	1
GM81290-GA3	200REOZJF, 24V, 60HZ	1

Miscellaneous

Part Number	Description	Qty
PA-293906	Remote Emergency Stop Switch	1
GM81785-KP	Lit Kit, 200REOZJF,General Maintenance	1
GM91356-KP1	RSA III, Annunciator only	1

#1	ATS	AMPS: 0800	QTY: 1
Product	: Series 300	Catalog Number	: H03ATSB30800NGXM,11BE,18RX 44G,125A
Service Voltage / Hz	: 480V/60Hz	Optional Accessories	: 11BE,18RX,44G,125A
Bypass Isolation	: Not Applicable	Product Description	: 300 Series, Automatic Open Transition Transfer Switch
No. of Switched Poles	: 4	Neutral Configuration	: Switched [B]
Withstand Rating:	: See WCR table below	No. of Cables & Lug Size	: 4, 1/0 AWG to 600 MCM
Frame = H, Switch Rating = 0800, Series = 300			
Enclosure	: 3R(M)-UL Type 3R secure double door enclosure (See Disclaimer 3)	Service	: Three Phase, 4-wire
Extended Warranty	: Not Included	Markings	:

#	ACCESSORY DESCRIPTIONS	
	Accessory Code	Description
1	11BE	Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring.
2	18RX	REX (Relay Expansion Module) with Normal and Emergency available output contacts (18B & 18G)
3	44G	Strip heater w/ thermostat, wired to load terminals: 208-600 volts
4	125A	Seismic

Quotation Notes:

1. Applicable taxes have not been included.

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8647 Helms Ave, Unit #100, Rancho Cucamonga, CA 91730
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www.BCEW.com

2. 3% fee will be added to any payments made by credit card.
3. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
4. Any additional equipment required as a result of the Air Quality Management District (AQMD or APCD) permit application will be quoted separately. Air quality requirements are ever changing and vary based on jobsite location. BCEW is quoting the latest Tier compliant generators to meet State and Federal regulations unless otherwise noted. It is the customer or end users responsibility to obtain all permits related to the installation and operation of the equipment quoted herein. All permits must be obtained prior to installation of the equipment.
5. Generators installed on or after January 1st, 2013 in SCAQMD's jurisdiction will require the installation of a Particulate Matter Filter if they are within 50 meters of a sensitive receptor and over 175bhp. If the generator is within 50 meters of a sensitive receptor and there is not a price for a PM Filter on this quote please contact your salesperson immediately. A sensitive receptor is defined as, "any residence including private homes, condominiums, apartments, and living quarters, schools as defined in (5), preschools, daycare centers, and health facilities such as hospitals or retirement and nursing homes. A sensitive receptor includes long term care hospitals, hospices, prisons, and dormitories or similar live-in housing."
6. "Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr" which means that a PM Filter will be necessary. If the generator is within 100 meters of a Kindergarten-12th grade school and there is not a price for a PM Filter on this quote please contact your salesperson immediately.
7. Some local AHJ's will require field inspections, additional testing, interconnection with a Fire Alarm system or BMS, or verifying functionality on certain components/alarms/monitoring. We are bidding to the plans and specifications provided and cannot cover any and all potential testing that may be requested by AHJ's. We do our best to be an expert on all local requirements but we have a huge territory and requirements are ever changing. We are bidding to a design spec for a project awarded based on pricing. It is the responsibility of the Consulting/Specifying Engineer to provide the required information to bid the project properly. Typically the testing/inspection does not require attendance by a BCEW technician but in certain instances it does. Please contact us with the specific requirements in writing that apply to your project (from your approved fire permit, County HazMat permit or your inspection corrections) once you have them and our Service Department can quote it accordingly. Tank pressure tests are required in very few areas. These are not included and will be quoted on an as

required basis unless they are listed in the specification and specifically listed on our quote.

8. Quotation will be held firm for 30 days. This quote may be modified and/or rescinded by BCEW at its sole discretion unless the quote is accepted before the expiration date.
9. On-site installation work is excluded.
10. Fuel, initial fuel fill and fuel for testing is excluded.
11. No special lugs included in our quotes unless specifically identified on our proposal. You will receive the standard lugs for the provided breakers.
12. Vapor Gas Fuel System includes fuel mixer, electronic secondary gas regulator, gas solenoid valve, and flexible fuel line between the engine and the skid-mounted fuel system components. External fuel supply components are not included.

Terms and Conditions:

1. Terms of payment are net 30 days from factory shipment, upon approval of credit department.
2. Materials will be invoiced date of shipment from factory.
3. Acceptance of purchase order is based on materials quoted.
4. 1.5% per month on unpaid balance will be assessed if not paid within terms.
5. Terms for retention and liquidated damages will not be accepted.
6. The following charges may be assessed for cancellation of any order:
 - a. 10% of total order price if cancelled after we have provided submittals but prior to release for manufacture.
 - b. 25% of total order price if cancelled after release for manufacture, or if the equipment is already on order with the factory (Kohler paralleling switchgear is on order as soon as Submittals are requested).
 - c. 50% of total order price if cancelled less than 60 days prior to the scheduled shipment date.
 - d. 100% of total order price if cancelled after the equipment has shipped from the manufacturing plant.

Lead Times:

1. Most submittals can typically be provided within 10 business days from receipt of your written hold for Submittal approval (HFSA) Purchase Order. Custom drawings take 15-20 business days minimum. Paralleling Switchgear Submittals are a minimum of 6-8 weeks. Third party Submittals often take a minimum of 1-2 weeks thereby delaying our complete Submittal package by the same time.
2. Current factory lead-time for the generator is 24-26 weeks from written release for production.
3. Current factory lead-time for the Automatic Transfer Switch is 8-10 weeks from written release for production.

REFERENCE: Oak Park USD
BCEW # 143717
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4. If the particulate matter filter adder is required/selected it will add 2-3 weeks to the lead time of the generator.

We appreciate this opportunity to offer our equipment for your consideration. Please call if you have any questions or if I can help in any way. Bay City Electric Works wants to be your Generator System Supplier.

Best Regards,

Kris Lintz
Industrial Sales Executive
619.496.7806 cell
klintz@bcew.com

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance of this contract by Bay City Electric Works, to purchase and pay for the equipment, accessories, and service in accordance with the terms and conditions set forth above.

Company name: _____

Purchaser name and title (please print): _____

Purchaser signature: _____

Date: _____ Purchase Order # _____

Delivery Date Requested by Purchaser: _____

If a delivery date is not provided, BCEW will postpone the release of product orders with its respective vendors until the date is provided in writing. It is the sole responsibility of the Purchaser to provide a delivery date within the current factory lead times.

PLEASE INCLUDE PRELIM INFORMATION WHEN ISSUING A PURCHASE ORDER.

KOHLER GENERATOR SALES - SERVICE - PARTS - RENTALS

To learn more, visit our website at www.BCEW.com

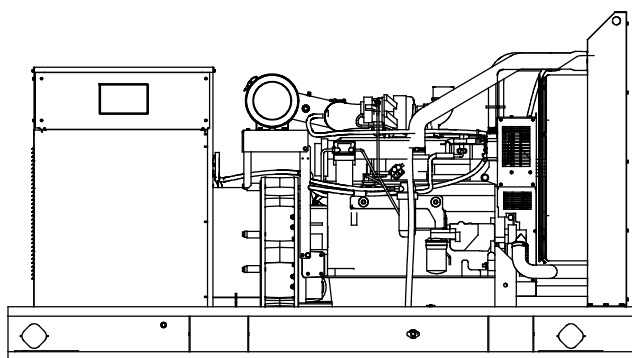
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**Tier 3 EPA-Certified for
Stationary Emergency
Applications**

Ratings Range

		60 Hz
Standby:	kW	168- 200
	kVA	195- 250
Prime:	kW	158- 180
	kVA	175- 225



Generator Set Ratings

Alternator	Voltage	Ph	Hz	130° C Rise Standby Rating		105° C Rise Prime Rating	
				kW/kVA	Amps	kW/kVA	Amps
4S13X	120/208	3	60	184/230	638	173/216	600
	127/220	3	60	194/243	636	180/225	590
	120/240	3	60	184/230	553	173/216	520
	139/240	3	60	200/250	601	180/225	541
	220/380	3	60	168/210	319	158/198	300
	277/480	3	60	200/250	301	180/225	271
4UA9	120/208	3	60	200/250	694	180/225	625
	127/220	3	60	200/250	656	180/225	590
	120/240	3	60	200/250	601	180/225	541
	139/240	3	60	200/250	601	180/225	541
	220/380	3	60	200/250	380	180/225	342
	277/480	3	60	200/250	301	180/225	271
4UA13	347/600	3	60	200/250	241	180/225	217
	120/208	3	60	200/250	694	180/225	625
	127/220	3	60	200/250	656	180/225	590
	120/240	3	60	200/250	601	180/225	541
	120/240	1	60	195/195	813	175/175	729
	139/240	3	60	200/250	601	180/225	541
	220/380	3	60	200/250	380	180/225	342
	277/480	3	60	200/250	301	180/225	271
	347/600	3	60	200/250	241	180/225	217

Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Alternator features:
 - The unique Fast-Response® X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator. (4S13X alternator)
 - The unique Fast-Response® II excitation system delivers excellent voltage response and short-circuit capability using a permanent magnet (PM)-excited alternator. (4UA9 and 4UA13 alternators)
 - The brushless, rotating-field alternator has broadrange reconnectability.
- Other features:
 - Kohler designed controllers for one-source system integration and remote communication. See Controllers on page 3.
 - The low coolant level shutdown prevents overheating (standard on radiator models only).
 - Integral vibration isolation eliminates the need for under-unit vibration spring isolators.
 - Multiple circuit breaker configurations.
 - Mount up to three circuit breakers to allow circuit protection of selected priority loads.

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. *Standby Ratings:* The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. *Prime Power Ratings:* At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. For limited running time and continuous ratings, consult the factory. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Permanent-Magnet
Leads: quantity, type	
4SX, 4UA	12, Reconnectable
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	130°C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and dripproof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.

Specifications	Alternator
Peak motor starting kVA:	(35% dip for voltages below)
480 V 4S13X (12 lead)	570
480 V 4UA9 (12 lead)	700
480 V 4UA13 (12 lead)	960

Application Data

Engine

Engine Specifications	
Manufacturer	John Deere
Engine model	6068HFG85A
Engine type	4-Cycle, Turbocharged, Charge Air-Cooled
Cylinder arrangement	6 Inline
Displacement, L (cu. in.)	6.8 (415)
Bore and stroke, mm (in.)	106 x 127 (4.19 x 5.00)
Compression ratio	17.0:1
Piston speed, m/min. (ft./min.)	457 (1500)
Main bearings: quantity, type	7, Replaceable Insert
Rated rpm	1800
Max. power at rated rpm, kWm (BHP)	235 (315)
Cylinder head material	Cast Iron
Crankshaft material	Forged Steel
Valve material:	
Intake	Chromium-Silicon Steel
Exhaust	Stainless Steel
Governor: type, make/model	JDEC Electronic L14 Denso HP3
Frequency regulation, no-load to full-load	Isochronous
Frequency regulation, steady state	±0.25%
Frequency	Fixed
Air cleaner type, all models	Dry

Exhaust

Exhaust System	
Exhaust manifold type	Dry
Exhaust flow at rated kW, m³/min. (cfm)	42.8 (1510)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	527 (980)
Maximum allowable back pressure, kPa (in. Hg)	Min. 4 (1.2) Max. 10 (3.0)
Exhaust outlet size at engine hookup, mm (in.)	98 (3.86)

Engine Electrical

Engine Electrical System	
Battery charging alternator:	24 Volt
Ground (negative/positive)	Negative
Volts (DC)	24
Ampere rating	45
Starter motor rated voltage (DC)	24
Battery, recommended cold cranking amps (CCA):	
Quantity, CCA rating each	Two, 950
Battery voltage (DC)	12

Fuel

Fuel System	
Fuel supply line, min. ID, mm (in.)	11.0 (0.44)
Fuel return line, min. ID, mm (in.)	6.0 (0.25)
Max. lift, fuel pump: type, m (ft.)	Mechanical, 1.8 (6.0)
Max. fuel flow, Lph (gph)	92.7 (24.5)
Max. return line restriction, kPa (in. Hg)	20 (5.9)
Fuel prime pump	Manual
Fuel filter	
Primary	30 Microns
Secondary	2 Microns @ 98% Efficiency
Water Separator	Yes
Recommended fuel	#2 Diesel

Lubrication

Lubricating System	
Type	Full Pressure
Oil pan capacity, L (qt.) §	32.5 (34.4)
Oil pan capacity with filter, L (qt.) §	33.4 (35.3)
Oil filter: quantity, type §	1, Cartridge
Oil cooler	Water-Cooled
§ Kohler recommends the use of Kohler Genuine oil and filters.	

Application Data

Cooling

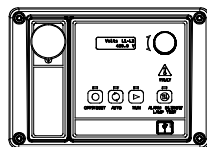
Radiator System	
Ambient temperature, °C (°F) *	50 (122)
Engine jacket water capacity, L (gal.)	11.3 (3.0)
Radiator system capacity, including engine, L (gal.)	27.6 (7.3)
Engine jacket water flow, Lpm (gpm)	230.9 (61)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	94.2 (5360)
Heat rejected to air charge cooler at rated kW, dry exhaust, kW (Btu/min.)	56.1 (3190)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	787 (31)
Fan, kWm (HP)	8.6 (11.5)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H ₂ O)	0.125 (0.5)
* Enclosure with enclosed silencer reduces ambient temperature capability by 5°C (9°F).	

Operation Requirements

Air Requirements	
Radiator-cooled cooling air, m ³ /min. (scfm)‡	368.1 (13000)
Combustion air, m ³ /min. (cfm)	17.6 (620)
Heat rejected to ambient air:	
Engine, kW (Btu/min.)	46.9 (2670)
Alternator, kW (Btu/min.)	18.5 (1050)
‡ Air density = 1.20 kg/m ³ (0.075 lbm/ft ³)	

Fuel Consumption		
Diesel, Lph (gph) at % load	Standby Rating	
100%	58.0	(15.3)
75%	43.3	(11.4)
50%	31.4	(8.3)
25%	19.7	(5.2)
Diesel, Lph (gph) at % load	Prime Rating	
100%	50.1	(13.2)
75%	36.1	(9.5)
50%	25.7	(6.8)
25%	16.6	(4.4)

Controllers

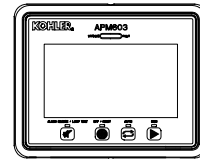


APM402 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus® protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-161 for additional controller features and accessories.

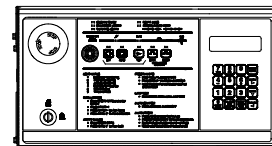


APM603 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- 7-inch graphic display with touch screen and menu control provides easy local data access
- Measurements are selectable in metric or English units
- Paralleling capability to control up to 8 generators on an isolated bus with first-on logic, synchronizer, kW and kVAR load sharing, and protective relays
- Note: Parallel with other APM603 controllers only
- Generator management to turn paralleled generators off and on as required by load demand
- Load management to connect and disconnect loads as required
- Controller supports Modbus® RTU, Modbus® TCP, SNMP and BACnet®
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- UL-listed overcurrent protective device
- NFPA 110 Level 1 capability

Refer to G6-162 for additional controller features and accessories.



Decision-Maker® 6000 Paralleling Controller

Provides advanced control, system monitoring, and system diagnostics with remote monitoring capabilities for paralleling multiple generator sets.

- Paralleling capability to control up to 8 generators on an isolated bus with first-on logic, synchronizer, kW and kVAR load sharing, and protective relays
- Note: Parallel with other Decision-Maker® 6000 controllers only
- Digital display and keypad provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or modem configuration
- Controller supports Modbus® protocol
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-107 for additional controller features and accessories.

Modbus® is a registered trademark of Schneider Electric.

BACnet® is a registered trademark of ASHRAE.

Standard Features

- Alternator Protection
- Battery Rack and Cables
- Customer Connection
(standard with Decision-Maker® 6000 controller only)
- Local Emergency Stop Switch
- Oil Drain Extension
- Operation and Installation Literature

Available Options

Circuit Breakers

Type

- | | |
|---|--|
| <input type="checkbox"/> Magnetic Trip | <input type="checkbox"/> 80% |
| <input type="checkbox"/> Thermal Magnetic Trip | <input type="checkbox"/> 100% |
| <input type="checkbox"/> Electronic Trip (LI) | Operation |
| <input type="checkbox"/> Electronic Trip with Short Time (LSI) | <input type="checkbox"/> Manual |
| <input type="checkbox"/> Electronic Trip with Ground Fault (LSIG) | <input type="checkbox"/> Electrically Operated (for paralleling) |

Circuit Breaker Mounting

- ☐ Generator Mounted
- ☐ Remote Mounted
- ☐ Bus Bar (for remote mounted breakers)

Enclosures for Remote Mounted Circuit Breakers

- ☐ NEMA 1
- ☐ NEMA 3R

Approvals and Listings

- ☐ California OSHPD Approval
- ☐ CSA Certified
- ☐ IBC Seismic Certification
- ☐ UL 2200 Listing
- ☐ Hurricane Rated Enclosure

Enclosed Unit

- ☐ Sound Enclosure (with enclosed critical silencer)
- ☐ Weather Enclosure (with enclosed critical silencer)

Open Unit

- ☐ Exhaust Silencer, Critical (kit: PA-354809)
- ☐ Flexible Exhaust Connector, Stainless Steel

Fuel System

- ☐ Flexible Fuel Lines
- ☐ Fuel Pressure Gauge
- ☐ Subbase Fuel Tanks

Controller

- ☐ Common Failure Relay
(Decision-Maker® 6000 and APM603 controllers only)
- ☐ Decision-Maker® Paralleling System (DPS)
(Decision-Maker® 6000 controller only)
- ☐ Dry Contact (isolated alarm)
(Decision-Maker® 6000 controller only)
- ☐ Two Input/Five Output Module (APM402 controller only)
- ☐ Four Input/Fifteen Output Module (APM603 controller only)
- ☐ Lockable Emergency Stop Switch
- ☐ Remote Emergency Stop Switch
- ☐ Remote Serial Annunciator Panel
- ☐ Run Relay (standard with APM603, optional with others)
- ☐ Manual Key Switch (APM603 controller only)
- ☐ Manual Speed Adjust (APM402 controller only)

Cooling System

- ☐ Block Heater, 1800 W, 90-120 V, 1 Ph
- ☐ Block Heater, 2000 W, 190-240 V, 1 Ph
Required for ambient temperature below 0°C (32°F)
- ☐ Radiator Duct Flange

Electrical System

- ☐ Generator Heater
- ☐ Battery
- ☐ Battery Charger, Equalize/Float Type
- ☐ Battery Heater

Miscellaneous

- ☐ Air Cleaner, Heavy Duty
- ☐ Air Cleaner Restriction Indicator
- ☐ Certified Test Report
- ☐ Crankcase Emissions Canister
- ☐ Engine Fluids Added
- ☐ Rated Power Factor Testing
- ☐ Rodent Guards

Literature

- ☐ General Maintenance
- ☐ NFPA 110
- ☐ Overhaul
- ☐ Production

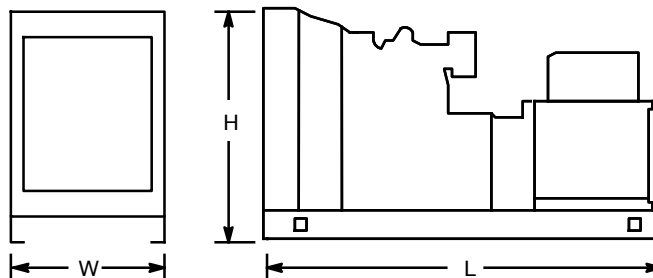
Warranty

- ☐ 2-Year Basic Limited Warranty
- ☐ 5-Year Basic Limited Warranty
- ☐ 5-Year Comprehensive Limited Warranty

Dimensions and Weights

Overall Size, L x W x H, mm (in.): 3000 x 1300 x 1672
(118.1 x 51.2 x 65.8)

Weight (radiator model), wet, kg (lb.): 1923 (4240)



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

DISTRIBUTED BY:

1. DESIGN PARAMETERS

The following conditions were used to design the Diesel Particulate Filter with critical grade silencing Grade Silencer:

Table 1. Full Load Design Parameters

Engine	John Deere 6068HFG85/200REOZJF
Application	Power Generation
Generator Capacity -kW	200
RPM	1800
Load	100%
Operating Hours per Year	Standby Use
Number of Diesel Particulate Filter units	1
Type of Fuel	ULSD
Design Exhaust Flow Rate	1,510 CFM @ 980°F

Table 2. Full Load Emissions Data

Exhaust Component	Engine Exhaust Emissions (g/bhp-hr)	Diesel Particulate Filter Emissions (g/bhp-hr)	Reduction Efficiency
HC	.082	0.02	70% HC Reduction
CO	.45	0.09	80% CO Reducton
NOx	2.46	2.46	None
PM	.0746	0.011	85% PM Reduction

Table 3. System Data

Estimated Clean DPF Pressure Drop	11"WC
Estimated Coated Filter DPF Pressure Drop at recommended Regeneration Time	18"WC
Maximum Allowable Engine Back Pressure	40.8"WC

Johnson Matthey has calculated the appropriate catalyst and filter volume based on the above Design Parameters. If actual operating conditions vary from above conditions, more catalyst might be required for the system to achieve desired destruction efficiencies. For this reason, all operating conditions must be closely reviewed as different conditions will void the warranty.

2. THE EQUIPMENT BELOW WILL BE SUPPLIED:

2.1 Passive Diesel Particulate Filter

JM-SDPF-2-N-MS-BITO-8/8-LP

The diesel particulate filter is Johnson Matthey's patented Continuous Regenerating Technology passive system. The diesel particulate filter is comprised of an oxidation catalyst in direct series with a ceramic filter element or elements. If carbon steel construction, then enclosed inside a painted carbon steel housing. If stainless steel construction, then enclosed inside a 304-stainless steel housing.

The organic particulate matter in the engine exhaust is comprised of carbon soot, soluble organic fraction (un-burnt HCs) and ash. The catalyst oxidizes the soluble organic fraction to CO₂ and H₂O, and the NO to NO₂. The NO₂ oxidizes the carbon soot that is collected on the filter to CO₂, which regenerates the filter. Inorganic ash that is in the diesel exhaust will also be collected on the filter elements necessitating the eventual cleaning of the elements. The passive technology fully utilizes the waste heat in the engine exhaust to regenerate the collected soot, without the need of an external heat source as is used with an active diesel particulate filter. Exhaust sound silencing is integrated with the diesel particulate filter as one complete assembly.

The approximate dimensions of the DPF and approximate weight are shown in the attached proposal drawing. Changes in configuration are possible and may not be represented by the attached standard drawing. Custom drawing will be created upon order placement when product needed is other than standard product configuration.



2.2 Diagnostic Module (Datalogger and Monitor)

A Johnson Matthey SootAlert™ is provided with each SDPF. The SootAlert monitors and logs the operation of the DPF and predicts when the filters will need regeneration by providing a Yellow-Light indicator when regeneration is needed soon, and a Red-Light indicator when

regeneration is required immediately. The SootAlert will monitor the regeneration and indicate that regeneration is complete by providing a Green Light indicator, at which time the filters have successfully been regenerated. The SootAlert includes an Ethernet port for remote monitoring of the status of the filters. Both digital and analog outputs are present for remote signaling.

2.3 Operation and Maintenance Manuals

Price includes electronic Operation and Maintenance manuals and approval drawing package.

3. CUSTOMER REQUIREMENTS

Johnson Matthey requires that the customer provide the following for the system to operate:

- a) **Power supply for the DPF monitor.** 24 VDC power source.
- b) **Equipment Layout** - Johnson Matthey would like the opportunity to comment on the layout of the emission control system with the engine exhaust prior to the start of fabrication to make sure our equipment is being utilized properly.

The following items are not included in this proposal:

- Electric Power
- Insulation (unless insulation blanket option is ordered)
- Engine exhaust piping and expansion joint(s)
- Mounting hardware such as: supports, bolts and gaskets
- Support steel or bracing
- Foundations
- Drainage
- Mechanical or Electrical Installation
- Field Supervision
- Ducting and/or flex adapter from engine to DPF inlet
- Ducting from DPF to end of exhaust system
- Load bank for commissioning if needed
- Third Party Testing
- Shipping and taxes
- Any product or service not mentioned as supplied in this proposal, unless purchased as an option.



November 17, 2021

To

Oak Park Unified School District
5801 CONIFER ST
OAK PARK California 91377-1002

Prepared by

Max Montero
(949) 275-6302
max.montero@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty	Extended Price
	<u>Genset C200D6D</u>		
1	<p>C200D6D, Diesel Genset, 60Hz, 200kW</p> <p>U.S. EPA, Stationary Emergency Application C200D6D, Diesel Genset, 60Hz, 200kW Duty Rating-Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing-UL 2200 NFPA 110 Type 10 Level 1 Capable Fuel System Alarm-None Fuel Water Separator Control Mounting-Left Facing PowerCommand 2.3 Controller Gauge-Oil Pressure Meters-AC Output Analog (kVA) Stop Switch-Emergency Relays-Auxiliary, Qty 2, 25A-15V DC/10A-30V DC Signals-Auxiliary, 8 Inputs/8 Outputs Control Display Language-English Load Connections-Dual Circuit Breaker, Location A, 125A-400A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker, Location B, 70A-250A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker or Terminal Box (Position C)-None IBC Seismic Certification Bottom Entry, Right Engine Governor-Electronic, Isochronous Engine Starter-12 Volt DC Motor Engine Air Cleaner-Normal Duty Battery Charging Alternator Engine Cooling-Radiator, High Ambient Air Temperature, Ship Fitted Shutdown-Low Coolant Level Extension-Coolant Drain Engine Coolant-50% Antifreeze, 50% Water Mixture Exciter/Regulator-Permanent Magnet Generator, 3 Phase Sensor Coolant Heater Voltage-277/480, 3 Phase, Wye, 4 Wire Engine Oil Genset Warranty-2 Years Base Alternator-60Hz, 12L, 480/277V, 120C, 40C Ambient Literature-English Packing-Skid, Poly Bag Battery Rack Extension-Oil Drain Green Sound Level 2 Intake Baffle-Ship Loose Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color-Green, Aluminum Enclosure-Wind Load 180 MPH, ASCE7-10 Skidbase-Housing Ready KIT, ENCLOSURE (SL2 Duct) Annunciator-panel mount with enclosure (RS485) Alarm Installation Kit-Audible, Engine Shutdown Circuit Breaker Installation-12VDC Shunt Trip Circuit Breaker Installation-1SPDT, Auxiliary Contacts 10A Battery Charger (A048G602) - replaces A026H213 starting batteries, size 34 ship loose remote e-stop button with cover</p>	<p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>2</p> <p>2</p> <p>1</p> <p>2</p> <p>1</p>	<p>\$ 118,813.22</p>

Item	Description	Qty	Extended Price
	Active DPF for 7 liter D6D 200kW. Horizontal loadbank on integrated tank/frame package. 24 hour fuel tank. IBC certification. SDS 2.0 at ground level. Ships fully assembled (except for vent extensions). Externally mounted square spill box, with lid. Extend normal fuel tank vent to 12 ft above the tank base. Use existing factory supplied 2" mushroom vent cap. Fuel overfill prevention valve and control PowerCommand 550 Remote Monitoring Alarm Auto Dialer Genset delivery ATS delivery	1 1 1 1 1 1 1 1	
	SUB TOTAL: \$ 118,813.22 (Sub Total for Genset C200D6D)		
	ATS OTECC 600		
1	OTECC, OTEC Transfer Switch-Electronic Control: 600A OTECC600, Transfer Switch, PowerCommand, 600 Amp Interface-Communications Network, MODBUS RTU Module Control Panel, Security Key Cover Listing-UL 1008/CSA Certification IBC Seismic Certification Application-Utility to Genset Transfer Switch Warranty-2 Year Comprehensive Cabinet-Type 3R Manufactured/Assembled in U.S. NOTE: This option may have an extended lead time. Please see the lead time bulletin for details Poles-4 (Switched Neutral) Frequency-60 Hz System-3 Phase, 3 or 4 Wire Voltage-480 Volts AC Genset Starting Battery-12V DC PC40 Control Auxiliary Relay-12 Volts DC Coil-Installed Only Aux Relay-Emergency Position-12 Volts DC Aux Relay-Normal Position-12 Volts DC	1	\$ 6,855.95
	SUB TOTAL: \$ 6,855.95 (Sub Total for ATS OTECC 600)		
	Start & Test		
1	Service - start up & testing per NFPA 110	1	\$ 4,285.71
	SUB TOTAL: \$ 4,285.71 (Sub Total for Start & Test)		
	Training		
1	4-Hour O&M Training	1	\$ 1,428.57
	SUB TOTAL: \$ 1,428.57 (Sub Total for Training)		

TOTAL: \$ 131,383.45

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

This quotation is based on the 11 page of Plans with the following clarifications and exceptions:

1. Delivery is included; offloading, rigging and erection are not included.
2. Installation, wiring, cabling, diesel fuel, VCAPCD Emissions Permit, Other Permits and Sales Tax are not included.
3. Generator with Active Diesel Particulate Filters to further reduce the the PM emission level to 0.01 gram/BHP-Hr(Tier 4)
4. Providing Sourcewell Pricing



Leadtime:

1. Submittals – within 3 weeks
2. Generator – 38 weeks
3. ATS – 14 weeks

SOURCEWELL PRICING:

A - Cummins C200D6D Diesel Generator:

- Base MSRP/List Price - \$50,322.00
- Lot Accessories MSRP/List Price - \$161,842.67
- Total MSRP/List Price - \$212,164.67
- Less 44% Sourcewell Discount - \$93,352.45
- NET PRICE QTY(1) C200D6D - \$118,813.22

B - Automatic Transfer Switch OTEC 600

- Base MSRP/List Price - \$7,853.00
- Lot Accessories MSRP/List Price - \$4,612.36
- Total MSRP/List Price - \$12,465.36
- Less 45% Sourcewell Discount - \$5,609.41
- NET PRICE QTY(1) OTEC 600 - \$6,855.95

C - Start and Test

- Sell Price - \$4,761.90
- Less 10% Sourcewell Discount - \$476.19
- NET PRICE - \$4,285.71

D - 4-HOUR OPERATION & MAINTENANCE TRAINING

- Sell Price - \$1,503.75
- Less 5% Sourcewell Discount - \$75.18
- NET PRICE - \$1,428.57

COVID 19 SUPPLEMENTAL STATEMENT

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHDP)

OSHDP seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHDP applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

CUMMINS STANDARD EXCLUSIONS

Exhaust System



All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Max Montero, Territory Manager
max.montero@cummins.com
(949) 275-6302

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION,



CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 60 days, and the price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining

terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

☐ Check if this Agreement pertains to government work or facilities



3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

QUOTATION

AWA13587

PAGE 1 of 7

DATE: 05-18-21
Quotation Expires: 06-21-21

To: Oak Park Unified School District
5801 Conifer Street
Oak Park, CA 91377
Attention: Leon Cavallo (Balfour Beatty)
Phone: 951-733-6507
Terms: Subject To Credit Approval

Caterpillar D200-2 200 Kw Critical Grade Stationary mounted generator set project
EMCP 4.2 Controller (Standard controller)
Emissions: Tier 3 (Subject to Ventura A.P.C.D. approval)
Project name: Oak Park Unified School District

Special pricing under Sourcewell formally (NJPA) program
Sourcewell formally (NJPA) Member I.D. number for Oak Park Unified
School District 38499
Caterpillar contract number 120617-CAT

(1) New Caterpillar Model **D200-2 Critical Grade** Stationary Mounted Diesel Standby Generator Set
EPA Certified Tier 3 / UL2200 Listed & IBC Certified Generator Set
Rated 200 kW Stand-by with fan, 60 Hz, **3 phase, 277/480** at 1800 RPM.
Generator includes standard equipment and accessories listed in the
Attached bill of material.

Pricing Caterpillar List: \$85,724.00 Plus Tax
..... Non Caterpillar Items: \$71,310.86 Plus Tax
..... Total: \$157,034.86 Plus Tax

Sourcewell formally (NJPA) Pricing Total: \$127,031.46 Plus Tax

NOTE: *Delivery (Estimated 16 to 20 weeks) Generator Set
Please call for current lead times



QUOTATION

AWA13587

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

PAGE 2 of 7

DATE: 05-18-21
Quotation Expires: 06-21-21

Bill of Material Generator Set

Generator and Attachments

Permanent magnet excitation
Generator upsize LC5014H frame
Space heater

Engine Control System

Electronic governor

Control Panel and Instrumentation

EMCP 4.2 Auto-start control panel (upgraded to NFPA 110)
Panel mounted audible alarm with mute
Contacts for common fault alarm signal
Contacts for generator set run signal
Ground fault relay
Overload alarm switch
Discrete I/O module (shipped loose installed by others)
Remote annunciator panel (Shipped loose installed by others)

Protection System

D200-2:
400 amp, 3-pole, U.L. listed, main line circuit breaker
SUSE decals and film

Exhaust System

Rypos Active DPF Filter

Carb level 3 (verified)
Critical grade attenuation
304 stainless steel housing
Requires either 120/208 or 277/480 volts phase power
(Draws 4 Kw in full regeneration)
Mounted on generator set



QUOTATION

AWA13587

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

PAGE 3 of 7

DATE: 05-18-21
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Fuel System

D200-2: (48 Hour), dual wall, UL listed, Sub base fuel tank
Spill bucket, alarms
Spill containment
Flex fuel lines
Fuel level indicator
Fuel rupture alarm
Audible & visual alarms (90% level)
Air cleaner
External vent pipe extensions included in sale quotation)

Mounting and Enclosures

Vibration isolators, installed between generator set and base rails
Weather & Sound protective, enclosure (White & Black)
Fixed louvers
External stop button
Panel view window
150 MPH IBC certification wind enclosure

Starting System

Batteries heavy duty
Starter

Charging System

120 vac - UL listed, 10 amp, battery charger
Charging alternator

Cooling System

Jacket water heater (High efficiency)
Low coolant temp alarm
Low coolant level shutdown
Initial fill of coolant

Lube System

Initial fill of lube oil



QUOTATION

AWA13587

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

PAGE 4 of 7

DATE: 05-18-21
Quotation Expires: 06-21-21

Asco (Automatic Open transition transfer switch)

Model: **300 Series**

600 Amp

Service voltage / Hz: **480** Volt / 60 Hz

No. of switched poles: **4**

Enclosure: **Nema 3R (double – door)**

Neutral configuration: **Switched**

Service: Three phase, 4 – wire

No. of cables & Lug Size: 2, 1/0 AWG to 600 MCM

Optional accessories: 11BE, 18RX, 44G, 125A (Activate 31Z)

Documentation

UL 2200 listed package generator set

IBC Certified

Operation and maintenance manual

Factory test reports

Alternator Test Report

PSG Test Report @ 0.8 PF

Standard Test – Package Generator Set 0.8 PF

Shop prep

Sourcewell Warranty

Delivery to jobsite (Dropped shipped from factory)

Includes standard crane service off load (Stinger truck crane service)

Start-up (Field test) (2 hour Load bank test included in sale quotation)

First CVA service (Included in sale quotation)

Fire Marshall testing not included in sale quotation

PLEASE NOTE: No written specification's provided for quotation

VERY IMPORTANT NOTE: As a supplier of equipment, Quinn Power Systems (QPS) disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, building or construction codes or use permits pertaining to buyers or buyers' client's, particular application of such equipment or any similar type of permit.

Special attention should be given to the requirements of the local Air Quality Management District (AQMD) rules, regulations and permit process. As an equipment supplier, QPS is proposing equipment to specifications as indicated herein. If additional equipment or engine modifications are required beyond the specifications as required by AQMD and Best Available Control Technology (BACT) guidelines, those items are not included. For example, South Coast AQMD Rule 1470 requires controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school. Unless specifically indicated in this proposal, compliance to this rule is the responsibility of others.

Ultra low sulfur fuel is required for particulate filters plus will be the required fuel starting in 2006.



QUOTATION

AWA13587

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

PAGE 5 of 7

DATE: 05-18-21
Quotation Expires: 06-21-21

When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as certified equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit.

Only those items listed are included. Not included is any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself.

If delivery is delayed by customer (Buyer) beyond original shipment date, purchase price is due 30 days after original shipment date and a hold charge of 1% per month (12% per annum) of the purchase price is due each month until delivery. Service charge of 1.5% per month (18% per annum) is applicable on any delinquent balance.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to additional charges.

Terms and conditions of Caterpillar warranty apply. The Manufacturers' warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. QPSA is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery, additional costs should be anticipated. Additional costs might include, but not be limited to long term storage preparation, inspection charges, parts, service etc.

Terms of payment are net 30 days, no retentions; subject to credit approval. Per Company procedure, QPSA will file a California "Preliminary 20-day notice" applicable per Section 3097 of the California Civil Code.

Important conditions for export transactions. This transaction is for the sale of equipment only, as requested and as detailed in this proposal. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is the responsibility of proper application and installation, installation audits, sea trials (if applicable), installation materials and the installation itself. To ensure proper application, installation, and warranty integrity, you are encouraged to contact the receiving Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will QPSA be responsible for any such related costs.

TERMS AND CONDITIONS

Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an officer of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer which are inconsistent with the prices, terms and conditions of this Quotation will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, resale or use of any products covered by or furnished under any order shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special or consequential damages.



QUOTATION

AWA13587

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

PAGE 6 of 7

DATE: 05-18-21
Quotation Expires: 06-21-21

Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer.

Fulfillment of any order accepted by Seller is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller.

Shipments.

Unless otherwise specified, shipment dates are approximate. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment.

If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller may require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer.

Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing and gives the necessary authorization, information and assistance for the defense of such a claim.

Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required.



QUOTATION

AWA13587

3500 Shepherd Street, City of Industry, California 90601
Box 227044, Los Angeles, California 90022-0744

PAGE 7 of 7

DATE: 05-18-21
Quotation Expires: 06-21-21

The quotation provided herein is for information only, and is not a valid offer to sell unless signed by a Sales Representative of Quinn Power Systems and an officer of your Company in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for 30 days, expires after that duration.

Signature: _____

Sales Representative: Allen Abramovitch

Cell: 805-431-3180

Office: 805-485-2171

Submitted By: Allen Abramovitch



ACCEPTED BY:

Company: _____

Signature: _____

Date: _____



Image shown may not reflect actual configuration

C4.4 and C7.1 Sub-base Fuel Tanks

Newberry
Diesel Generator Set
40 – 200 kW 60 Hz

Features

- UL Listed for United States (UL 142) and Canada (CAN/ULC S601)
- Facilitate compliance with NFPA 30 code, NFPA 37 and 110 standards and CSA C282 code and B139-09 standard
- Welded, heavy steel gauge construction with a containment basin sized as a minimum 110% of the tank
- Gloss black polyester triglycidyl isocyanurate (TGIC) powder coating
- Dedicated external customer interface area with access to the 4" (101.6 mm) fuel fill, visual level gauge, normal and emergency vents
- Rear electrical stub-up area with removable access panel
- Removable engine supply and return dip tubes
- Two additional 1" (25.4 mm) ports for customer use
- Tanks are rated to safely support the weight of the generator
- 8 gal (30.3 L) drip pan for oil and coolant (for generator sets up to 60 kW only)
- Standard NPT tank fitting
- UL listed emergency vents sized as per UL standards 3" (76.2 mm), 4" (101.6 mm), and 5" (127 mm) NPT
- Normal atmospheric vent 1-1/4" (31.75 mm)
- Top-mounted fuel level sensor with control panel alarms
- Top-mounted leak detection switch
- Lockable fuel fill cap, 4" (101.6 mm) NP

Description

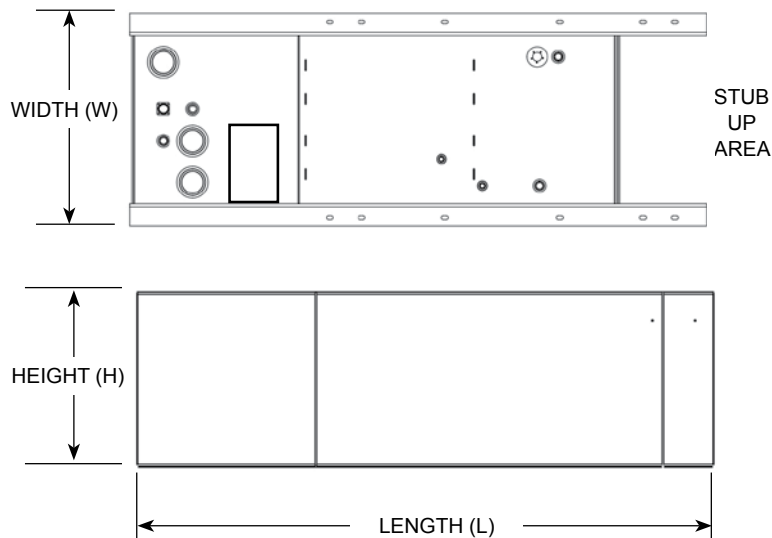
- Dual wall, secondary containment
- Pressure tested to UL requirements
- Fuel tank mounts directly below generator skid base
- Modular tank design is compatible with all factory units open and enclosed

Options

- Emergency vent and normal vent extension kits 12' (3.66 m)
- 5 gal (18.9 L) spill containment
- Overfill prevention valve
- Tank riser to allow for visual secondary containment leak inspection
- Drop tube

C4.4, and C7.1 Sub-base Fuel Tank Dimensions and Capacities

Engine Model	Tank Feature Code	Generator Set Rating ekW	Est. Run Time hrs	Fillable Capacity		Usable Capacity		Vent	Length 'L'		Width 'W'		Height 'H'		Weight (Dry)	
				L	gal	L	gal		in	mm	in	mm	in	mm	in	kg
C4.4	FSBTA24	40	37	552	146	508	134	3	2726	107.3	1000	39.4	497	19.6	416	917
		50	30													
		60	26													
	FSBTB48	40	71	1027	271	983	260	4					827	32.6	566	1248
		50	59													
		60	51													
	FSBTC24	80	30	793	209	733	194	3	3447	135.7			485	19.1	526	1160
		100	25													
FSBTD48	80	58	1492	394	1432	378	4	835			32.9	739	1629			
	100	49														
C7.1	FSBTI24	125	40	1520	402	1495	395	4	4035	158.9	647	25.5	720	1587		
		150	35													
		175	29													
		200	27													
C7.1	FSBTJ48	125	78	2940	777	2918	771	5	5035	198.2	933	36.7	1145	2524		
		150	68													
		175	57													
		200	52													



Note: For reference only – do not use for installation design.
Please contact your local dealer for exact dimensions.

Tanks are UL Listed and constructed in accordance with UL Standard for Safety UL 142, Steel Aboveground Tanks for Flammable and Combustible Liquids and Canada CAN/ULC S601, Standard for Shop Fabricated Steel Aboveground Horizontal Tanks for Flammable and Combustible Liquids.

Fuel tanks facilitate compliance with the following United States NFPA Code and Standards:

- NFPA 30: Flammable and Combustible Liquids Code
- NFPA 37: Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines
- NFPA 110: Standard for Emergency and Standby Power Systems

Fuel tanks facilitate compliance with the following Canadian Standard and Code:

- CSA C282 – Emergency Electrical Power Supply for Buildings
- CSA B139-09 – Installation Code for Oil-Burning Equipment

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Picture shown may not reflect actual configuration

Weather Protective and Sound Attenuated Enclosures

D40-6 to D200-2

D40-6S to D100-8S

Features

Highly Corrosion Resistant construction

- Stainless steel flush fitting latches and hinges tested and proven to withstand extreme conditions of corrosion
- Zinc plated or stainless steel fasteners

Excellent Access

- Single side access for service and controls
- All non-service sides have removable doors and/or panels
- Radiator fill access
- Lube oil and coolant drains piped to the exterior of the enclosure base
- Large cable entry area for installation ease
- Double doors on both sides
- Vertically hinged doors with solid bar door stays to hold doors in place when open

Security and Safety

- Lockable access doors which give full access to control panel and breaker
- Cooling fan and battery charging alternator fully guarded
- Fuel fill, oil fill, and battery can only be reached via lockable access
- Stub-up area is rodent proof

Transportability

- These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites. The sound deadening material is of a self-extinguishing design
- This range of enclosures are designed on modular principles with many interchangeable components permitting on site repair

Options

- Weather Protective - constructed with 16 gauge steel; industrial silencer mounted within the main enclosure body
- Sound Attenuated Level 1 - constructed with 16 gauge steel; weather protective with critical silencer - silencer mounted in separate upward discharging radiator hood
- Sound Attenuated Level 2 - constructed with 16 gauge steel; weather protective with critical silencer and 100% lined with sound deadening material – silencer mounted in separate upward discharging radiator hood
- Sound Attenuated Aluminum constructed with 14 gauge Aluminum 5052 grade. Weather protective with critical silencer and 100% lined with sound deadening material – silencer mounted in separate upward discharging radiator hood
- Caterpillar Yellow* or white paint
- UL Listed sub base tanks
- Externally mounted emergency stop button
- Seismic certification per applicable building codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010
- IBC certification for 180 mph wind loading

*Not available with Aluminium enclosures

Enclosure Sound Pressure Levels (SPL) at 100%

Weather Protective Enclosure		Cooling Air Flow Rate		SPL @7m (23ft)
Model	Standby eKW	m³/s	cfm	dBA
D40-6	40	1.6	3475	72
D50-6	50	1.6	3475	72
D60-6	60	1.9	3920	75
D80-8	80	3.2	6696	79
D100-8	100	3.6	7564	81
D125-8	125	4.6	9676	78
D150-10	150	4.6	9676	79
D175-4	175	5.9	12431	84
D200-2	200	5.9	12431	89

SA Level 1 Enclosure		Cooling Air Flow Rate		SPL @7m (23ft)
Model	Standby eKW	m³/s	cfm	dBA
D40-6	40	1.7	3602	66
D50-6	50	1.7	3602	66
D60-6	60	1.8	3899	71
D80-8	80	3.2	6696	78
D100-8	100	3.2	6696	79
D125-8	125	4.2	8899	74
D150-10	150	4.2	8899	74
D175-4	175	5.6	11830	78
D200-2	200	5.5	11654	81

SA Level 2 Enclosure		Cooling Air Flow Rate		SPL @7m (23ft)
Model	Standby eKW	m³/s	cfm	dBA
D40-6	40	1.7	3602	65
D50-6	50	1.7	3602	66
D60-6	60	1.8	3899	69
D80-8	80	3.2	6696	75
D100-8	100	3.2	6696	76
D125-8	125	4.2	8899	74
D150-10	150	4.2	8899	74
D175-4	175	5.2	11018	74
D200-2	200	5.1	10806	75

SA Aluminum Enclosure		Cooling Air Flow Rate		SPL @7m (23ft)
Model	Standby eKW	m³/s	cfm	dBA
D40-6	40	1.7	3602	68
D50-6	50	1.7	3602	69
D60-6	60	1.8	3899	70
D80-8	80	3.2	6696	73
D100-8	100	3.2	6696	74
D125-8	125	4.2	8899	74
D150-10	150	4.2	8899	75
D175-4	175	5.2	11018	75
D200-2	200	5.1	10806	75

The sound pressure level data shown above is quoted as free field and is for guidance only. Actual levels produced may vary according to site conditions.

Enclosure Dimensions and Weights

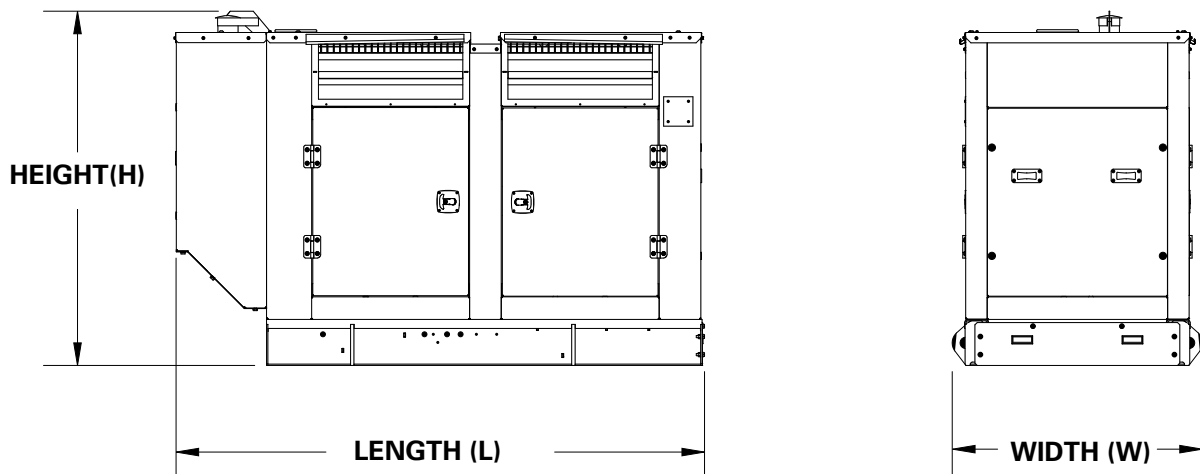


Image represents SA Level 1, SA Level 2 and SA Aluminum enclosures on skid base only

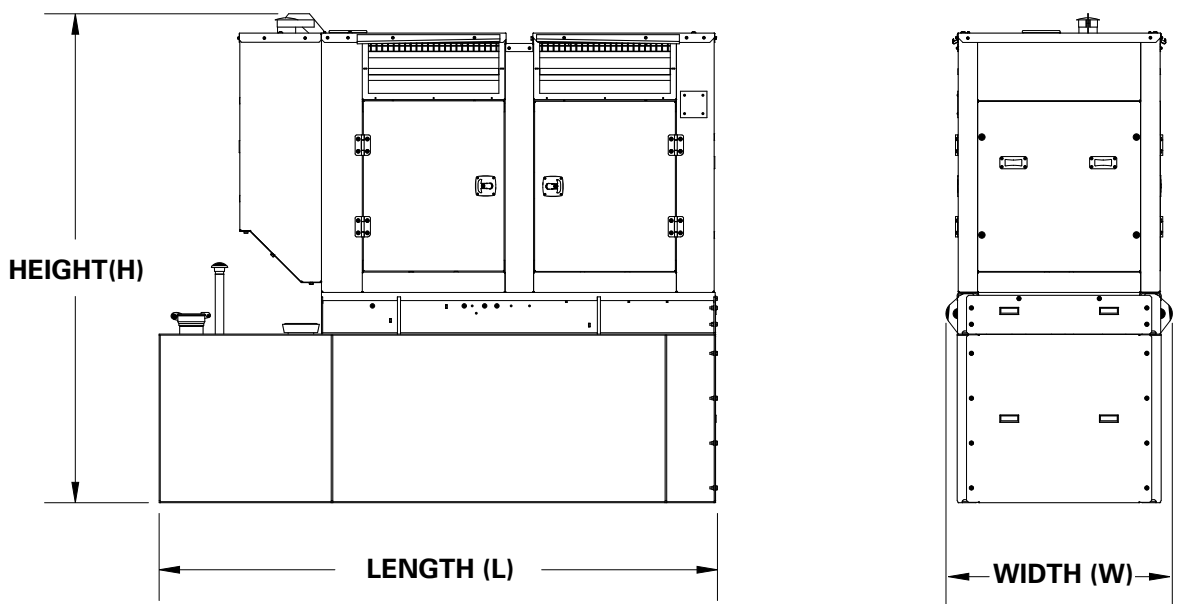


Image represents SA Level 1, SA Level 2 and SA Aluminum enclosures mounted on optional UL listed sub base tank

Model	Standby eKW	WP Industrial		SA Level 1		SA Level 2		SA Aluminum	
		kg	lb	kg	lb	kg	lb	kg	lb
D40-6	40	220	484	272	599	278	612	117	258
D50-6	50								
D60-6	60								
D80-8	80	263	580	313	690	321	708	142	312
D100-8	100								
D125-8	125	348	768	393	867	406	896	176	387
D150-10	150								
D175-4	175								
D200-2	200								

Enclosure weights (includes muffler)

Enclosure Dimensions Skid Bases

Engine Model	Generator Set Rating kW	Enclosure	Width 'W'		Length 'L'		Height 'H'	
			mm	in	mm	in	mm	in
C4.4	40	WP	1110	43.7	2055	80.9	1590	62.6
	50							
	60							
	40	SA Level 1, SA Level 2 and SA Aluminum	1110	43.7	2335	91.9	1570	61.8
	50							
	60							
C4.4	80	WP	1110	43.7	2523	99.3	1773	69.8
	100							
	80	SA Level 1, SA Level 2 and SA Aluminum	1110	43.7	2891	113.8	1852	72.9
	100							
C7.1	125	WP	1110	43.7	3204	126.1	1773	69.8
	150							
	175							
	200							
	125	SA Level 1, SA Level 2 and SA Aluminum	1110	43.7	3659	144.1	1852	72.9
	150							
	175							
	200							

Enclosure Dimensions on UL Listed Sub Base Tanks

Engine Model	Generator Set Rating kW	Enclosure	146 Gallon Sub Base Tank				271 Gallon Sub Base Tank			
			Length 'L'		Height 'H'		Length 'L'		Height 'H'	
			mm	in	mm	in	mm	in	mm	in
C4.4	40	WP	2726	107.3	2087	82.1	2726	107.3	2417	95.1
	50									
	60									
	40	SA Level 1, SA Level 2 and SA Aluminum	2726	107.3	2067	81.4	2726	107.3	2397	94.4
	50									
	60									

Engine Model	Generator Set Rating kW	Enclosure	209 Gallon Sub Base Tank				394 Gallon Sub Base Tank			
			Length 'L'		Height 'H'		Length 'L'		Height 'H'	
			mm	in	mm	in	mm	in	mm	in
C4.4	80	WP	3447	135.7	2258	88.9	3447	135.7	2608	102.7
	100									
	80	SA Level 1, SA Level 2 and SA Aluminum	3447	135.7	2337	92.0	3447	135.7	2687	105.8
	100									

Engine Model	Generator Set Rating kW	Enclosure	402 Gallon Sub Base Tank				777 Gallon Sub Base Tank			
			Length 'L'		Height 'H'		Length 'L'		Height 'H'	
			mm	in	mm	in	mm	in	mm	in
C7.1	125	WP	4035	158.9	2420	95.3	5035	198.2	2706	106.5
	150									
	175									
	200									
	125	SA Level 1, SA Level 2 and SA Aluminum	4035	158.9	2499	98.4	5035	198.2	2785	106.5
	150									
	175									
	200									

Note: Weight includes oil and coolant but not fuel

Ref: WPIA, WPIB, WPIC, SATCBA, SATCBB, SAT, CBC, SATFBA, SATFBB, SATFBC, ENCAL02, ENCAL03, ENCAL04.

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Caterpillar is leading the power generation marketplace with Power Solutions engineered to deliver unmatched flexibility, expandability, reliability, and cost-effectiveness.

Image shown may not reflect actual configuratio

Specifications

Generator Set Specifications	
Rating	200 ekW (250 kVA)
Voltage	480 Volts
Frequency	60 Hz
Speed	1800 rpm

Generator Set Configurations	
Emissions/Fuel Strategy	U.S. EPA Certified for Stationary Emergency Use Only (Tier 3 Nonroad Equivalent Emission Standards)

Engine Specifications		
Engine Model	C7.1 In-line 6, 4-cycle diesel	
Bore	105 mm	4.13 in
Displacement	7.01 L	427.8 in³
Stroke	135 mm	5.31 in
Compression Ratio	16.5:1	
Aspiration	Turbocharged Air-to-Air-Aftercooled	
Governor Type	Electronic	
Fuel System	Common Rail	

Package Dimensions*		
Length	3039 mm	119.7 in
Width	1110 mm	43.7 in
Height	1476 mm	58.1 in
Weight†	1839 kg	4054 lb

*Note: For reference only – do not use for installation design. Please contact your local dealer for exact weight and dimensions.

†Weight includes: Oversize generator, skid base, circuit breaker, oil, and coolant.

Benefits & Features

Cat® Diesel Engine

- Reliable, rugged, durable design
- Four-stroke cycle diesel engine combines consistent performance and excellent fuel economy with minimum weight
- Electronic engine control

Generator

- Matched to the performance and output characteristics of Cat engines
- Industry-leading mechanical and electrical design
- Industry-leading motor starting capabilities
- High efficiency

Cat EMCP Control Panel

The EMCP controller features the reliability and durability you have come to expect from your Cat equipment. EMCP 4 is a scalable control platform designed to ensure reliable generator set operation, providing extensive information about power output and engine operation. EMCP 4 systems can be further customized to meet your needs through programming and expansion modules.

Seismic Certification

- Seismic certification available
- Anchoring details are site specific, and are dependent on many factors such as generator set size, weight, and concrete strength
- IBC certification requires that the anchoring system used is reviewed and approved by a professional engineer
- Seismic certification per applicable building codes: IBC 2006, IBC 2009, IBC 2012, IBC 2015

Design Criteria

- The generator set accepts 100% rated load in one step per NFPA 110 and meets ISO 8528-5 transient response
- Cooling system designed to operate in 50°C/122°F ambient temperatures with an air flow restriction of 0.5 in. water

UL 2200/CSA – Optional

- UL 2200 Listed
- CSA Certified

Certain restrictions may apply. Consult with your Cat dealer.

Single-Source Supplier

Fully prototype tested with certified torsional vibration analysis.

Worldwide Product Support

Cat dealers provide extensive post-sale support including maintenance and repair agreements. Cat dealers have over 1,800 dealer branch stores operating in 200 countries. The Caterpillar S•O•SSM program cost-effectively detects internal engine component condition, even the presence of unwanted fluids and combustion by-products.

Standard Equipment

Air Inlet

- Dry replaceable paper element type with restriction indicator

Cooling

- Radiator and cooling fan complete with protective guards
- Standard ambient temperatures up to 50°C (122°F)

Exhaust

- Exhaust flange outlet

Fuel

- Primary and secondary fuel filters
- Fuel priming pump
- Flexible fuel lines

Generator

- Matched to the performance and output characteristics of Cat engines
- Load adjustment module provides engine relief upon load impact and improves load acceptance and recovery time
- IP23 protection
- Integrated Voltage Regulation

Governor

- Electronic governor – ADEM™ A4

Control Panels

- EMCP 4.2 Series generator set controller

Mounting

- Rubber vibration isolators

Starting/Charging

- 12 volt starting motor
- Batteries with rack and cables

General

- Paint – Caterpillar Yellow except rails and radiators gloss black

Optional Equipment

Exhaust

- Industrial, residential, critical mufflers

Generator

- Excitation: [] Permanent Magnet Excited (PM) [] Internally Excited (IE)
- Anti-condensation heater
- Oversize and premium generators

Starting/Charging

- Battery charger – UL 10 amp
- Battery disconnect switch
- Jacket water heater

General

- UL 2200
- CSA Certification
- Enclosures: sound attenuated, weather protective
- Sub-base dual wall UL Listed fuel tanks
- Automatic transfer switches (ATS)

C7.1

200 ekW/ 250 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor

Rating Type: STANDBY

Emissions: U.S. EPA Certified for Stationary Emergency Use Only
(Tier 3 Nonroad Equivalent Emission Standards)

D200-2

200 ekW/ 250 kVA
60 Hz/ 1800 rpm/ 480V

Image shown may not reflect actual configuratio

Package Performance

Generator Set Power Rating with Fan @ 0.8 Power Factor	200 ekW
Generator Set Power Rating	250 kVA

Fuel Consumption

100% Load With Fan	56.4 L/hr	14.9 g/hr
75% Load With Fan	45.8 L/hr	12.1 g/hr
50% Load With Fan	32.6 L/hr	8.6 g/hr

Cooling System¹

Engine Coolant Capacity	9.5 L	2.5 gal
Radiator Coolant Capacity	11.5 L	3.0 gal
Engine Coolant Capacity with Radiator/Exp Tank	21.0 L	5.5 gal
Air Flow Restriction (System)	0.12 kPa	0.48 in water

Inlet Air

Combustion Air Inlet Flow Rate	15.8 m ³ /min	558 cfm
--------------------------------	--------------------------	---------

Exhaust System

Exhaust Stack Gas Temperature	533°C	991°F
Exhaust Gas Flow Rate	38.3 m ³ /min	1353 cfm
Exhaust System Backpressure (maximum allowable)	15.0 kPa	60.2 in water
Exhaust Flange Size (internal diameter)	89.0 mm	3.5 in

C7.1

200 ekW/ 250 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor

Rating Type: STANDBY

**Emissions: U.S. EPA Certified for Stationary Emergency Use Only
(Tier 3 Nonroad Equivalent Emission Standards)**

Heat Rejection		
Heat Rejection to Coolant (total)	91.8 kW	5221 Btu/min
Heat Rejection to Exhaust (total)	183 kW	10407 Btu/min
Heat Rejection to Aftercooler	45.0 kW	2559 Btu/min
Heat Rejection to Atmosphere from Engine	35.3 kW	2019 Btu/min
Heat Rejection to Atmosphere from Generator	15.7 kW	892.8 Btu/min

Alternator²		
Motor Starting Capability @ 30% Voltage Dip	454 skVA	
Frame	LC5014F	
Temperature Rise	130°C	234°F
Excitation	Self Excited	

Lube System		
Sump Refill with Filter	16.5 L	4.4 gal

Emissions (Nominal)³		
NOx + HC	3.73 g/kW-hr	
CO	1.31 g/kW-hr	
PM	0.18 g/kW-hr	

¹ For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to the existing restriction from the factory.

² Generator temperature rise is based on a 40°C (104°F) ambient per NEMA MG1-32.

³ The nominal emissions data shown is subject to instrumentation, measurement, facility, and engine-to-engine variations. Emissions data is based on 100% Prime load. This information should not be used for permitting purposes and is subject to change without notice. Contact your Cat dealer for further details.

C7.1

200 ekW/ 250 kVA/ 60 Hz/ 1800 rpm/ 480V/ 0.8 Power Factor

Rating Type: STANDBY

**Emissions: U.S. EPA Certified for Stationary Emergency Use Only
(Tier 3 Nonroad Equivalent Emission Standards)**

DEFINITIONS AND CONDITIONS

Applicable Codes and Standards:

AS1359, CSA C22.2 No 100-04, UL142, UL489, UL601, UL869, UL2200, NFPA 37, NFPA 70, NFPA 99, NFPA 110, IBC, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-22, NEMA MG 1-33, 72/23/EEC, 98/37/EC, 2004/108/EC.

STANDBY: Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

Fuel Rates are based on fuel oil to specification EPA 2D 89.330-96 with a density of 0.845 – 0.850 kg/L (7.052 – 7.094 lbs/U.S. gal.) @ 15°C (59°F) and fuel inlet temperature 40°C (104°F).

Additional ratings may be available for specific customer requirements, contact your Cat representative for details.

Performance No.: P4364A-00

Feature Code: NAC144P

Generator Arrangement: 3932561

Date: 09/13/2016

Source Country: U.S.

LEHE0511-03

www.Cat-ElectricPower.com

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Materials and specifications are subject to change without notice.
The International System of Units (SI) is used in this publication.

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ACHIEVING TOGETHER

Sourcewell CONTRACT

#120617-CAT



DIESEL & NATURAL GAS GENSET, SWITCHGEAR, UPS, AND ATS

As you continue to look for more efficient ways to do business at your governmental or not-for-profit organization, the contract awarded by Sourcewell to Caterpillar can simplify your buying process by satisfying your bidding requirements.

Benefits include:

- Decreasing the amount of time spent putting bids together
- Avoiding a low-bid scenario situation
- Purchasing quality equipment at a greater value – higher productivity, maximum reliability, and lower maintenance costs
- Working directly with your local Cat® dealer to specify the equipment you purchase to meet your specific needs

If your agency is not already a member of Sourcewell, your no-cost membership can begin by clicking the link:

<http://www.njpacoop.org/contract-purchasing-solutions/join-njpa/application>

The National Institute of Governmental Purchasing (NIGP), National Association of State Procurement Officials (NASPO) and National Association of Fleet Administrators (NAFA) endorse the use of Life Cycle Costing as a preferred procurement method.

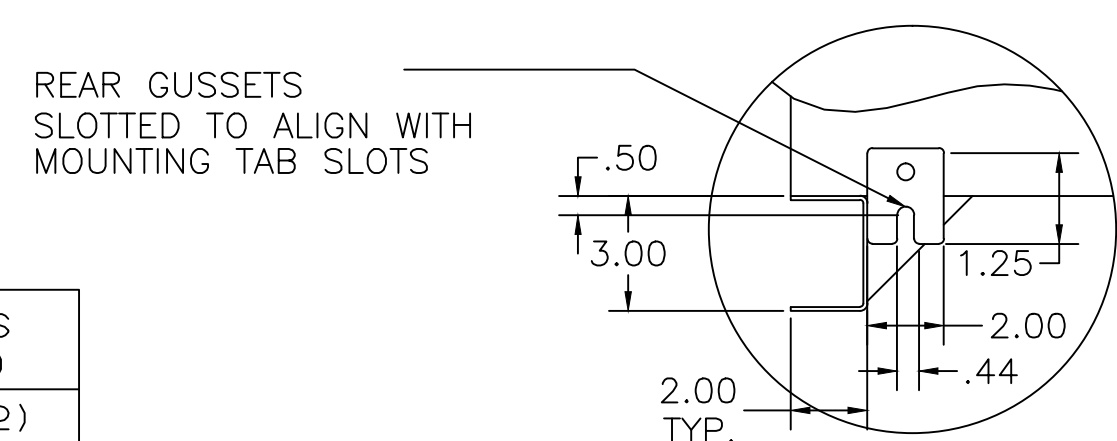
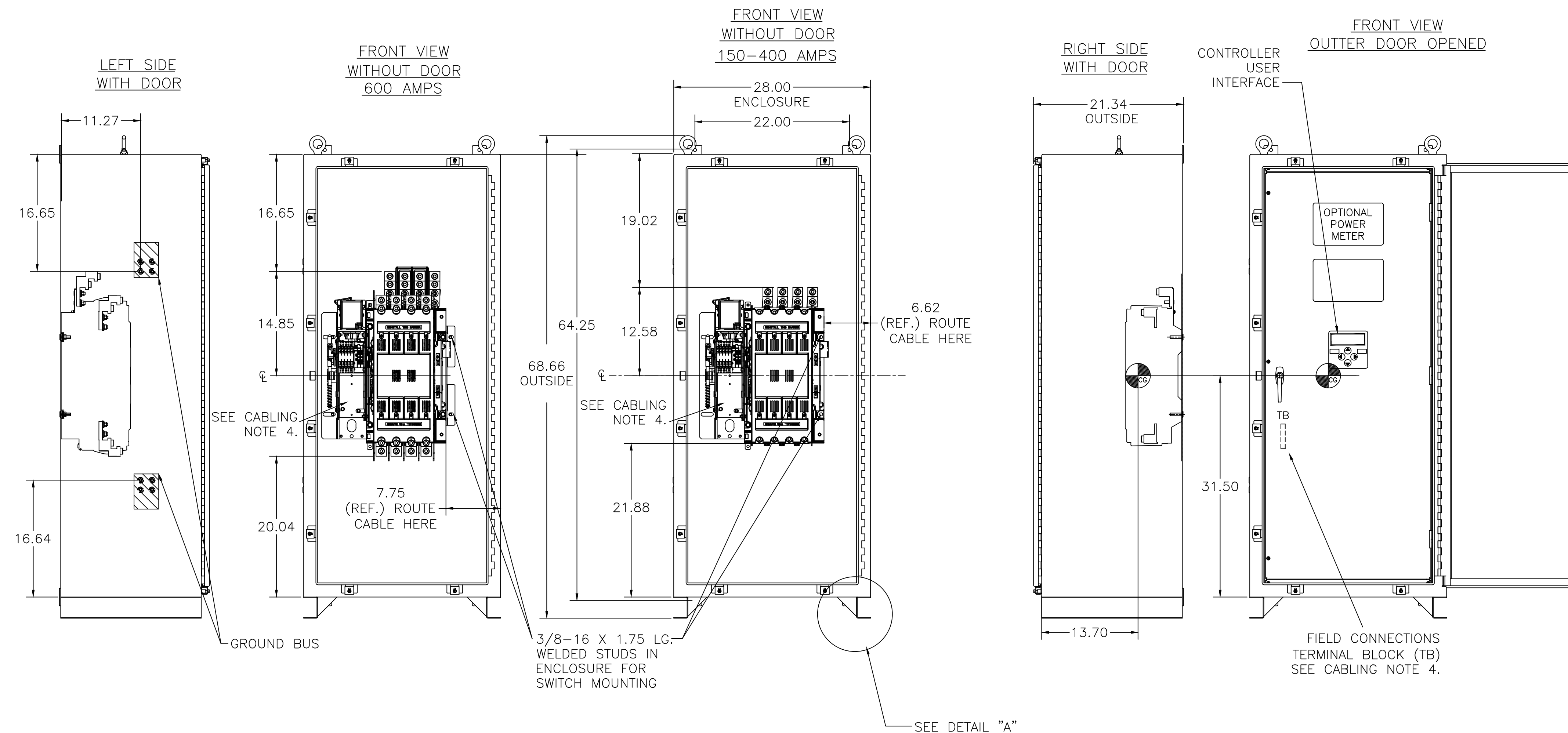
BUILT FOR IT.™

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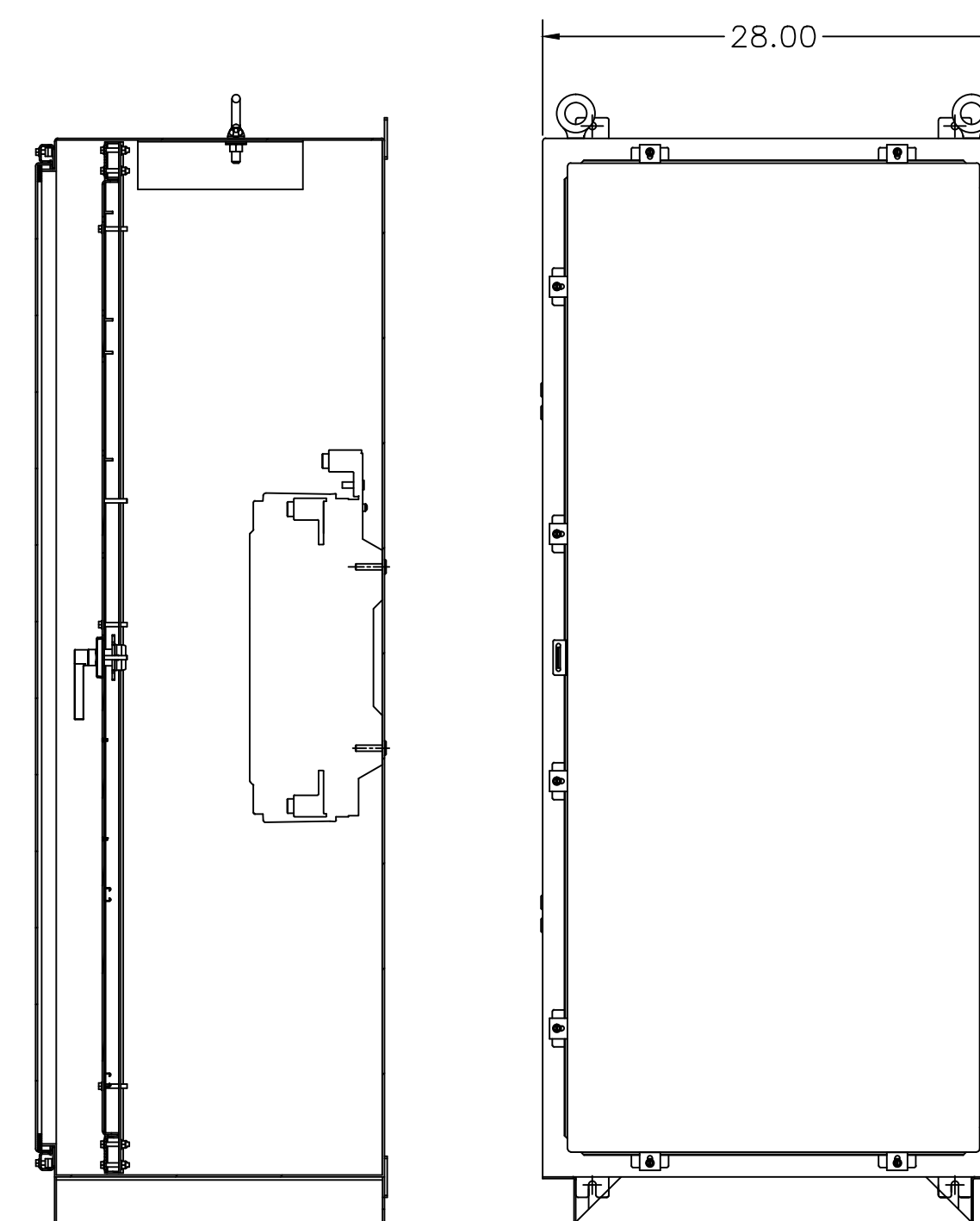
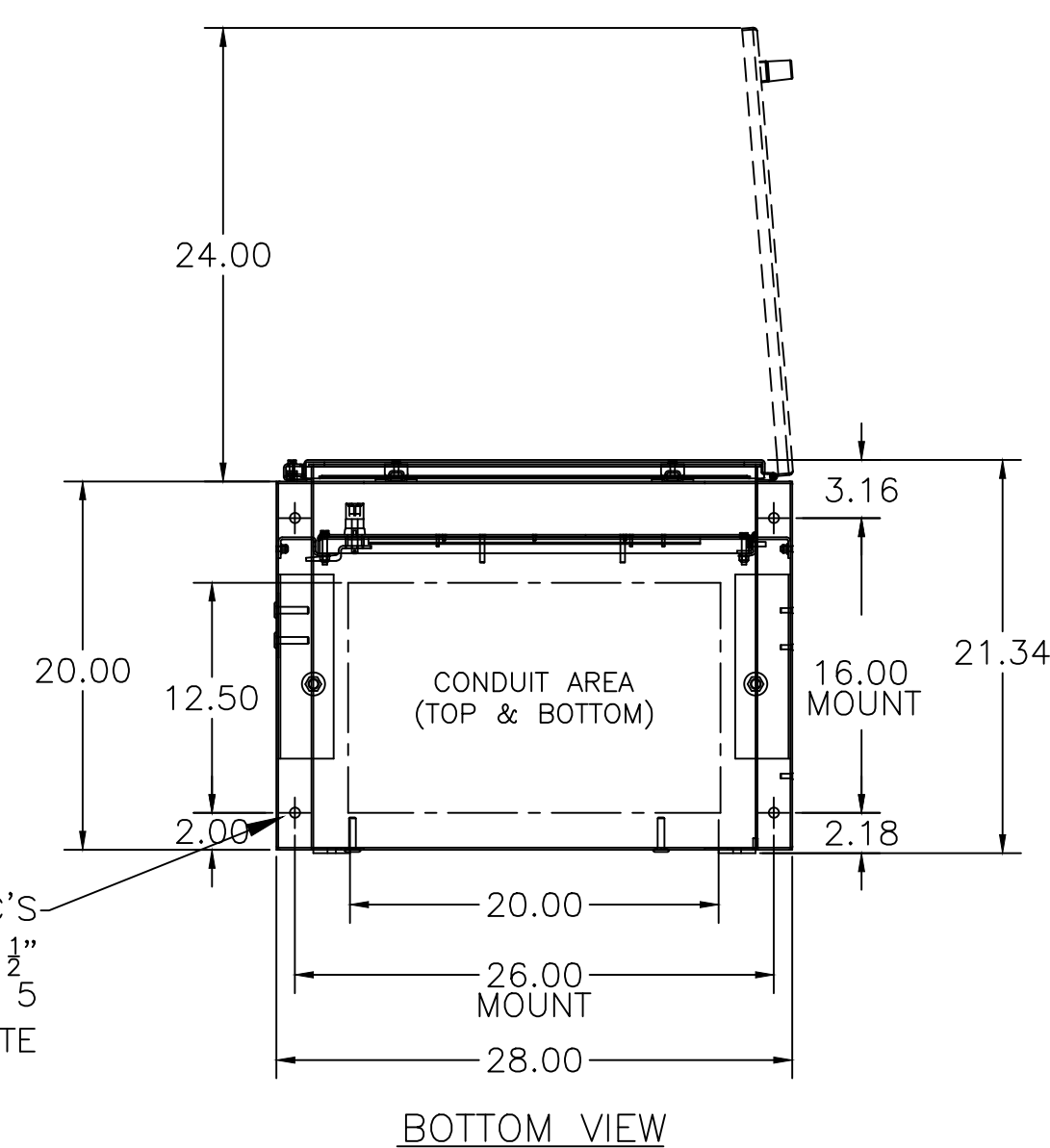
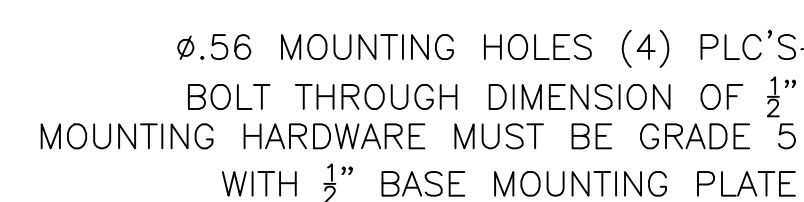


OUTLINE FOR ASCO® 300 SERIES 150-600 AMPERE "J" FRAME (3ATS,3NTS,3ADTS,3NDTS) FRONT CONNECTED TRANSFER SWITCHES TYPE 3R/4/4X/12 SECURE ENCLOSURE




ATS SWITCH RATING (AMPS)	POLES	WEIGHTS LB (KG)
260-400	2	490 (222)
260-400	3	496 (225)
260-400	4	502 (228)
600	2	495 (225)
600	3	502 (228)
600	4	509 (231)

DTS SWITCH RATING (AMPS)	POLES	WEIGHTS LB (KG)
150-400	2	506 (230)
150-400	3	512 (232)
150-400	4	518 (235)
600	2	511 (232)
600	3	518 (235)
600	4	525 (238)



FRONT VIEW
WITH OUTER DOOR

GENERAL NOTES

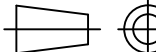
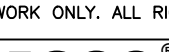
1. TYPE 3R/4/4X/12 ENCLOSURE. FREE STANDING. FLOOR OR WALL MOUNTABLE. 14 GAUGE CONSTRUCTION.
2. DOOR HINGED ON RIGHT SIDE. LOCKABLE HASP ON LEFT SIDE, DOOR CLAMPS LEFT, TOP, AND BOTTOM.
3. FINISH: TYPE 3R/4/12: ANSI 61 GRAY POLYESTER SEMI GLOSS ELECTROSTATIC POWDER.
TYPE 4X (P): EXTERIOR CONSTRUCTED OF CODE GAUGE TYPE 304 STAINLESS STEEL.
TYPE 4X (V): EXTERIOR CONSTRUCTED OF CODE GAUGE TYPE 316 STAINLESS STEEL.
OTHER ANSI COLORS AVAILABLE CONSULT FACTORY UL RECOGNIZED.
4. RECOMMENDED CLEARANCES:
FRONT: 24 INCHES
A. 20% RATED GROUND BUS IS PROVIDED.
5. UNIT IS DESIGNED FOR COMBINATION TOP AND BOTTOM CABLE ENTRY. THE STANDARD SWITCH CONFIGURATION IS FOR TOP LUGS EMERGENCY AND LOAD AND BOTTOM LUGS NORMAL.
6. A FULL RATED NEUTRAL CONNECTION FOR EACH SOURCE AND THE LOAD IS OPTIONAL. WHEN PROVIDED IT IS IN ONE OF THE FOLLOWING FORMATS AS SPECIFIED BY THE CATALOG NO. NEUTRAL TYPE;
A. SOLID (COPPER BUS) NEUTRAL
B. SWITCHED NEUTRAL POLE
8.  CENTER OF GRAVITY.
9. WHEN INSTALLING GROUND LUGS TO TYPE 4 ENCLOSURE, REMOVE HARDWARE FROM STUDS AND REMOVE MASKING PLATES TO EXPOSE UNPAINTED SURFACE.

CABLING NOTES

1. ALL SIZES SUPPLIED STANDARD WITH MECHANICAL (SCREW TYPE) LUGS. (SEE AMP SIZE BELOW)
 - A. LUG MATERIAL: ALUMINUM ALLOY 6061-T6 WITH ELECTRO TIN PLATED FINISH.
 - B. SCREW MATERIAL: ALUMINUM ALLOY 6262-T9 WITH ELECTRO TIN PLATED FINISH.
 - C. UL LISTED, CSA CERTIFIED.
 - D. LUG SCREW TIGHTENING TORQUE PER UL 486B: 19 FT-LBS.
 - E. SUITABLE WIRE BENDING SPACE IS PROVIDED. (SEE AMP SIZE BELOW)
2. CONSULT FACTORY FOR OTHER TERMINATION REQUIREMENTS.
3. GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS. (SEE AMP SIZE BELOW)
4. CUSTOMER TERMINAL BLOCKS:
THE TB WILL BE MOUNTED ON THE TRANSFER SWITCH FRAME AS INDICATED

NOTES 150-400 AMP SWITCHES

1. SUPPLY WITH STANDARD MECHANICAL (SCREW TYPE) LUGS ON THE NORMAL, EMERGENCY & LOAD BUS STABS. ONE (1) LUG PER PHASE AND NEUTRAL EACH SUITABLE FOR CONNECTION OF TWO (2) 1/0 -250MCM CU/AL CABLES OR ONE (1) #4 -600MCM CU/AL CABLE.
- A. SUITABLE WIRE BENDING SPACE IS PROVIDED FOR UP TO ONE (1) 600MCM CABLE PER TERMINAL PER NEC.
2. GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS:
SIX (6) 1/0 -250MCM CU/AL CABLES OR THREE (3) #4 -600MCM CU/AL CABLE CONNECTIONS.

		271129		RCW		HSL		02/15/18	
		NEW ISSUE							
PROJECT NAME:		REV. TO SHEET		ECN NO.		BY		APP. DATE	
COMPOSITE		OUTLINE						 THIRD ANGLE PROJECTION	
300 SERIES TS "J" SEISMIC									
150-600 AMP 3R/4/4X/12 SECURED									
BY		DATE		MANUFACTURING TOLERANCES TO BE IN ACCORDANCE WITH ASCO PROCEDURE MP-1-003. FOR PLASTIC PARTS SEE MP-1-055		ASSEM. REF. NO.		COMPUTER GENERATED DRAWING	
DRAWN BY		RCW 02/15/18							
CHECKED		HSL 02/15/18		PROPERTY OF ASCO POWER TECHNOLOGIES, USE PERMITTED FOR OUR WORK ONLY. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.				SCALE NONE SIZE DS	
PROJECT APPROVAL		BK 02/15/18						DWG. NO. 1001393-024	
FINAL APPROVAL				 ASCO POWER TECHNOLOGIES, L.P. FLORHAM PARK, NEW JERSEY 07932 U.S.A.		DRAWING -		ECN 271129 SHEET 1 OF 1	

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 15, 2022
SUBJECT: B.3.g. AUTHORIZE MEASURE S PROJECT 22-01S, SOUND SYSTEM UPGRADES AT GYM, STADIUM, AND G-9 AT OAK PARK HIGH SCHOOL AND ESTABLISH BUDGET

ACTION

ISSUE: Shall the Board authorize Measure S Project 22-01S, Sound System Upgrades at Gym, Stadium, and G-9 at Oak Park High School and establish a budget?

BACKGROUND: At the August 17, 2022 meeting, the Board reviewed, amended and approved the 2021-2022 Moral Imperatives and District Goals. Stated in these goals is that the District will “identify and address upgrades/improvements to the athletic fields”. Oak Park High School staff has brought to the District Staff’s attention the need for improved sound quality in the gym and stadium.

The gym’s existing sound system will not play music through its speakers, and the microphone output is unreliable, making it difficult to make announcements at events. The solution is to install a mixer to allow the wireless and wired mics to work and for the speakers to be able to play music.

The wiring leading to the speakers in the stadium has degraded, leaving only one of the six stadium speakers working. The solution is to run new wire to the speakers, this time in conduit to protect them, so that all six speakers are again working. A mixer will also be installed at the press box to better control the sound output.

Additionally, this project will cover improved sound quality in classroom G-9. The solution is to purchase and install a more powerful amplifier to work in conjunction with the newly installed speakers.

Based on information provided by vendors in a walkthrough, District Staff is requesting to establish a not-to-exceed budget of \$23,650 to implement the recommended solutions for the gym, stadium, and G-9.

FISCAL IMPACT: The estimated cost is for this project is \$23,650, to be paid for by Measure S.

BOARD POLICY: Pursuant to Board Policy 3300 Expenditures/Expending Authority - The Superintendent or designee may purchase supplies, materials, equipment, and services up to the amounts specified in Public Contract Code 20111 beyond which a competitive bidding process is required.

GOAL: In Support of Goal 5.E. - Identify and address upgrades/improvements to our athletic fields, and the Pavilion. Evaluate and improve equitable access to all school facilities.

ALTERNATIVES:

1. Authorize Measure S Project 22-01S, Sound System Upgrades at Gym, Stadium, and G-9 at OPHS and establish budget
2. Do not authorize and establish budget

BOARD OF EDUCATION MEETING, FEBRUARY 15, 2022

Authorize Measure S Project 22-01S, Sound System Upgrades at Gym,
Stadium, and G-9 at Oak Park High School

Page 2

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	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



6520 Platt Ave. #852
West Hills, CA 91307
800.713.1640
accounting@amhouse.net

ADDRESS

Oak Park High School
899 Kanan Rd
Oak Park, CA 91377

Estimate 1961**DATE 01/26/2022****P.O. NUMBER**

Field Rewire

DESCRIPTION	QTY
Electrical Conduit Schedule 40	300
Labor 2 Techs	32
Speaker Cable	1,000
Equipment	
Mixer Press Box	1

Please note this will not allow any control from the field it can be updated later to include this.

You have old transformers for the speakers in the boxes below them. Our hopes are these are ok along with the speakers. We are hopeful because they test ok on meter but it is not possible to tell what kind of sound quality we will get until the above wiring is completed.

SUBTOTAL	10,845.00
TAX (9.5%)	179.08

TOTAL	\$11,024.08
--------------	--------------------

Accepted By

Accepted Date



6520 Platt Ave. #852
West Hills, CA 91307
800.713.1640
accounting@amhouse.net

ADDRESS

Oak Park High School
899 Kanan Rd
Oak Park, CA 91377

Estimate 1928

DATE 12/09/2021

P.O. NUMBER

Field Speaker Test

DESCRIPTION	QTY	RATE	AMOUNT
Testing of field speakers (7 total) test from pole location. Cut back underground wiring and test directly to base of pole. Test continuity from press box to pole with no load on line	1	750.00	750.00

TOTAL \$750.00

Accepted By

Accepted Date



6520 Platt Ave. #852
West Hills, CA 91307
800.713.1640
accounting@amhouse.net

ADDRESS

Oak Park High School
899 Kanan Rd
Oak Park, CA 91377

Estimate 1959

DATE 01/26/2022

P.O. NUMBER

Gym

DESCRIPTION	QTY
Labor	6
Yamaha Mixer	1
Installation Materials	1

SUBTOTAL 1,475.00

TAX (9.5%) 54.63

TOTAL \$1,529.63

Accepted By

Accepted Date



6520 Platt Ave. #852
West Hills, CA 91307
800.713.1640
accounting@amhouse.net

ADDRESS

Oak Park High School
899 Kanan Rd
Oak Park, CA 91377

Estimate 1908**DATE 11/17/2021****P.O. NUMBER**

Speakers

DESCRIPTION	QTY
Ceiling Speakers (Pair) 70v	4
Labor	8
XLR to 1/4" Cables, installation materials	1
Front Stage Speakers for behind grills	2
Labor	4

THIS DOES NOT INCLUDE NEW ELECTRONICS. ELECTRONICS APPEAR TO BE IN WORKING ORDER BUT WE CAN NOT TELL FOR SURE UNTIL SPEAKERS ARE REPLACED.

THIS DOES NOT INCLUDE ANY REWIRING OF MICROPHONES

Speakers may not cover current opening fully so some patch work or ceiling tile replacement may be needed. This is not included and will need to be provided by others.

SUBTOTAL	5,154.00
TAX (9.5%)	288.23
TOTAL	\$5,442.23

Accepted By

Accepted Date



6520 Platt Ave. #852
West Hills, CA 91307
800.713.1640
accounting@amhouse.net

ADDRESS

Oak Park High School
899 Kanan Rd
Oak Park, CA 91377

Estimate 1960**DATE 01/26/2022****P.O. NUMBER**

G9 Phase 2

DESCRIPTION	QTY
Episode 150 Watt 2 Channel Digital Amplifier	1
Labor	3
SUBTOTAL	1,164.95
TAX (9.5%)	67.92
TOTAL	\$1,232.87

Accepted By

Accepted Date

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 15, 2022
**SUBJECT: B.3.h. AUTHORIZE MEASURE S PROJECT 22-02S OFFICE COMPUTER
REFRESH AND ESTABLISH BUDGET**

ACTION

ISSUE: Shall the Board authorize Measure S Project 22-02S Office Computer Refresh and establish a budget of \$190,000 for purchase of hardware and related equipment?

BACKGROUND: The District's Technology Plan calls for office desktop computers to be refreshed after 7 years. The majority of district office desktop computers date back to 2013 and have become obsolete, with the manufacturer no longer supporting them on the latest versions of the operating system. This makes them a network security risk, limits our ability to effectively manage them and keep them operating reliably.

This request is to establish a budget of \$190,000 to pay for the purchase of 77 computers and associated peripherals. District staff expect these desktop computers to last the next 8-9 years. The requested refresh has been reviewed by the District Technology Committee and has been presented to and approved by the Measure S Planning Committee.

FISCAL IMPACT: The expected cost of the office computer refresh project is \$190,000, to be funded by Bond Measure S.

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: Moral Imperative 4 - Finance, Budget, and Facilities: *OPUSD must conduct school district business with integrity. Maximize the safety and security of all those within our facilities and on our grounds.*

ALTERNATIVES:

1. Authorize Measure S Project 22-02S Office Computer Refresh.
2. Do not Authorize the project.

RECOMMENDATION: Alternative No. 1

Prepared by: Enoch Kwok, Director, Informational Technologies
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

Jeff Davis, Ed.D.
Superintendent

BOARD OF EDUCATION MEETING, FEBRUARY 15, 2022

Authorize Measure S Project 22-02S Office Computer Refresh.

Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Technology Resource Request

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

2) **Date Submitted:** 12/15/2021. Approved by the Technology Committee unanimously at the 12/16/2021 meeting.

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

Desktop computers need to be replaced due to obsolescence and inability to be updated to the latest versions of operating systems.

Total - 77 computers

24" iMacs desktops - 39

30" iMacs desktops - 20

27" PC desktops - 15

PC Laptops - 3

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

Office workers and support staff who utilize desktop computers at all sites and the district office

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

Most Office computers are between 8-10 years old and unable to be updated to the latest versions of the operating system due to their obsolescence.

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

\$190,000

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

Tech Department

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

Spring 2022

Model	Building	Position	24" M1 iMac	32" M2 iMac	PC AIO 27"	Laptop w/ Monitors		Notes
iMac Intel (21.5-inch, Late 2013)	BES	Student Services	1					
iMac Intel (21.5-inch, Late 2013)	BES	Student Services Assistant II	1					
iMac Intel (Retina 4k, 21.5-inch, Mid 2017)	BES	Librarian	1					
iMac Intel (21.5-inch, Late 2013)	BES	Office Manager		1				
iMac Intel (21.5-inch, Late 2013)	BES	Student Services	1					
iMac Intel (21.5-inch, Late 2013)	BES	Health Tech	1					
	BES	Principal			0	1		Use PC AIO from OPHS FLAP Lab
iMac Intel (21.5-inch, Late 2013)	DO	Sp Ed - Pupil Services Clerk	1					
iMac Intel (21.5-inch, Late 2013)	DO	HR Clerk	1					
iMac Intel (Retina 5k, 27-Inch, Late 2015)	DO	Department Secretary - Extended C	1					
iMac Intel (Retina 4K, 21.5-Inch, 2019)	DO	District Wide Head Custodian			1			repurpose as Custodian computer
iMac Intel (27-inch, Late 2013)	DO	Superintendent						
iMac Intel (Retina 4k, 21.5-inch, Mid 2017)	DO	Director of Child Nutrition	1					repurpose as Custodian computer
iMac Intel (21.5-inch, Late 2013)	DO	Asst. Sup. of Educational Resources		1				
iMac Intel (21.5-inch, Late 2013)	DO	Counselor - Elementary	1					
iMac Intel (Retina 5k, 27-Inch, Late 2015)	DO	Executive Assistant to the Superintendent		1				2019 16-inch
	DO	Director of Extended Care Programs			0			Use PC AIO from OPHS FLAP Lab
MacBook Pro (16-inch, 2019)	DO	Director of Student Safety		1				
MacBook Pro (16-inch, 2019)	DO	Director of M&O		1				
15-inch Retina MacBook Pro (Late 2013)	DO	HR-Classified				1		2015 27" iMac running BC
MacBook Air (M1, 2020)	DO	C&I - admin assistant				1		
	DO	Accounting Clerk			1			
iMac Intel (21.5-inch, Late 2013)	DO	Receptionist	1					
MacBook Pro (16-inch, 2019)	DO	Student Services Program Manager						
MacBook Pro (16-inch, 2019)	DO	Director of Curriculum & Instruction		1				
13-inch MacBook Pro (Early 2015)	DO	Maintenance Engineer			1			Shared 2013 iMac in M&O Office
Old Windows Desktop	DO	Director of Fiscal Services			1			Should be PC Minitower + 2 monitors
iMac Intel (27-inch, Late 2013)	DO	Technology - admin assistant		1				
13-inch MacBook Pro (Early 2015)	DO	Asst. Sup. of Educational Resources			1			
iMac Intel (Retina 5k, 27-Inch, Late 2015)	DO	Accounting Clerk			1			2015 27" iMac running BC
MacBook Pro (16-inch, 2019)	DO	Asst. Sup. of Business Services		1				
MacBook Pro (13-inch, 2020, Four Thunderbolt)	DO	Director of Student Services						
	DO	M&O admin assistant			1			Windows AIO
iMac Intel (21.5-inch, Late 2013)	DO	Business admin assistant			1			
	DO	Accounting Clerk		1				Old MBA was retuned
	DO	C&I - student data specialist			1			
13-inch MacBook Pro (Early 2015)	DO	Maintenance Engineer			1			
	DO	Senior Accountant			1			Should be PC Minitower + 2 monitors
MacBook Pro (16-inch, 2019)	DO	Technology - computer technician			1			

Model	Building	Position	24" M1 iMac	32" M2 iMac	PC AIO 27"	Laptop w/ Monitors		Notes
MacBook Air (Retina, 13-inch, 2020)	DO	Maintenance Engineer			1			
iMac Intel (21.5-inch, Late 2013)	MCMS	Office Manager		1				
iMac Intel (21.5-inch, Late 2013)	MCMS	Instructional Assistant I - Reading	1					
iMac Intel (21.5-inch, Late 2013)	MCMS	Custodian						
iMac Intel (21.5-inch, Late 2013)	MCMS	Health Services Tech	1					
	MCMS	Librarian	1					
MacBook Pro (16-inch, 2019)	MCMS	Principal				1		
MacBook Pro (16-inch, 2019)	MCMS	Asst. Principal				1		
	MCMS	Dean			0	1		Use PC AIO from OPHS FLAP Lab
iMac Intel (21.5-inch, Late 2013)	OHES	Librarian	1					
iMac Intel (21.5-inch, Late 2013)	OHES	Student Services Assistant I	1					
iMac Intel (21.5-inch, Late 2013)	OHES	Custodian						
iMac Intel (Retina 4K, 21.5-Inch, 2019)	OHES	Office Manager		1				repurpose as Custodian computer
iMac Intel (21.5-inch, Late 2013)	OHES	Food Service Manager	1					
iMac Intel (21.5-inch, Late 2013)	OHES	Health Tech	1					
iMac Intel (21.5-inch, Late 2013)	OHES	Principal			0			Use PC AIO from OPHS FLAP Lab
iMac Intel (Retina 4k, 21.5-inch, Mid 2017)	OPHS	Custodian						Keep as email terminal on Old OS
iMac Intel (21.5-inch, Late 2013)	OPHS	Nurse	1					
iMac Intel (21.5-inch, Late 2013)	OPHS	Office Manager	1					
iMac Intel (21.5-inch, Late 2013)	OPHS	Athletic Department Secretary	1					
iMac Intel (27-inch, Late 2013)	OPHS	Textbook Clerk	1					
iMac Intel (27-inch, Late 2013)	OPHS	Principal		1				
iMac Intel (21.5-inch, Late 2013)	OPHS	Administrative Assistant	1					
iMac Intel (21.5-inch, Late 2013)	OPHS	College/Career Center Technician P	1					
iMac Intel (21.5-inch, Late 2013)	OPHS	College/Career Center Technician	1					
iMac Intel (21.5-inch, Late 2013)	OPHS	Student Services III - Registrar	1					
iMac Intel (21.5-inch, Late 2013)	OPHS	Administrator	1					
iMac Intel (21.5-inch, Late 2013)	OPHS	Student Printing Station						Keep as student printing terminal on Old OS
	OPHS	Student Store			0			Use 3 PC AIO from OPHS FLAP Lab
MacBook Pro (16-inch, 2019)	OPHS	Asst. Principal			0	1		Use PC AIO from OPHS FLAP Lab
MacBook Pro (16-inch, 2019)	OPHS	Asst. Principal				1		
iMac Intel (Retina 4k, 21.5-Inch, Late 2015)	OPIS	Office Manager - OPIS	1					
iMac Intel (21.5-inch, Late 2013)	OPIS	HR Administrative Assistant - Certificated		1				
iMac Intel (21.5-inch, Late 2013)	OPNS	Student Services 1	1					
iMac Intel (21.5-inch, Late 2013)	OPNS	Director of Neighborhood School	1					iMac and 2019 16-Inch
iMac Intel (21.5-inch, Late 2013)	OVHS	Office Manager		1				
MacBook Pro (16-inch, 2019)	OVHS	Principal				1		
iMac Intel (21.5-inch, Late 2013)	ROES	Office Manager		1				
iMac Intel (21.5-inch, Late 2013)	ROES	Student Services Assistant 1	1					

Model	Building	Position	24" M1 iMac	32" M2 iMac	PC AIO 27"	Laptop w/ Monitors		Notes
iMac Intel (21.5-inch, Late 2013)	ROES	Office Asst	1					
	ROES	Librarian	1					
	ROES	Health Tech	1					
	ROES	Principal			0	1		Use PC AIO from OPHS FLAP Lab
iMac Intel (21.5-inch, Late 2013)	Technol	Lead Computer Support Technician		1				
iMac Intel (21.5-inch, Late 2013)	Technol	Lead Computer Support Technician	1					duplicate
iMac Intel (27-inch, Late 2013)	Technol	Computer Support Technician		1				
iMac Intel (Retina 5K, 27-inch, 2020)	Technol	Director of Educational Technology						Security Camera iMac
iMac Intel (21.5-inch, Late 2013)	Technol	Network Administrator	1					
iMac Intel (Retina 5K, 27-inch, 2020)	Technol	Network Administrator						
iMac Intel (Retina 5k, 27-inch, Late 2014)	Technol	Network Administrator						
iMac Intel (Retina 5k, 27-Inch, Late 2015)	Technol	Computer Support Technician		1				
	DO	Spares	3	2	2	Desktops	Win PC Laptops for Business/M&O backfill	
			39	20	15	74	3	
						Total computers	77	
			Apple 24"iMacM1Apple 32"iMacM2Dell Optiplex 7780					
		Estimated cost	\$2,400	\$3,200	\$2,000			
			\$93,600	\$64,000	\$30,000	\$187,600		

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 15, 2022
SUBJECT: B.3.i. APPROVE ACCEPTANCE OF DONATION

ACTION

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

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

Site/Program	Gift/Donor	Gift
Oak Park USD Garden Program	Grow Organics – Peace Valley	268 packets of seeds valued at \$1072

BOARD POLICY: Pursuant to BP 3290 - Gifts, Grants and 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.

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	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 15, 2022
SUBJECT: B.3.j. RATIFY FACILITY USE AGREEMENT WITH WESTLAKE VILLAGE YMCA FOR USE OF THEIR POOL FOR OPHS SWIM PROGRAM

ACTION

ISSUE: Shall the Board ratify agreement with the Westlake Village YMCA for use of their swimming pool for the Oak Park High School Program?

BACKGROUND: At the December 17, 2019 meeting, the Board authorized the establishment of a swim program at Oak Park High School (OPHS). In March of 2019, Covid put a pause on this plan.

At the August 17, 2021 meeting, the Board reviewed, amended and approved the 2021-2022 Moral Imperatives and District Goals. Detailed in these goals was a renewed intention to establish the swim team, stating the District will, “partner with the YMCA to launch an aquatics program at OPHS”.

Since then, District staff has been working with the YMCA staff on an agreement for use of their pool. The process was a collaborative effort between District staff, Ventura County Schools Self-Funding Authority (District Insurance Provider), YMCA staff, and YMCA insurance provider. On February 8, 2022, the District entered into a facility use agreement with the YMCA, allowing the use of five lanes, four days a week, at ninety minutes per practice. 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 requesting the Board ratify the contract.

FISCAL IMPACT: The expected cost for the 2021-2022 school year is \$7350, to be funded by the General Fund.

BOARD POLICY: Pursuant to Board Policy 3312 Contracts - Prior to ratifying the contract, the Board shall designate the specific programs and activities that will be funded by the proceeds of the contract and consider how the contract reflects the district's vision and goals.

GOAL: In Support of Goal 5.d. - Partner with the YMCA to launch an aquatics program at OPHS.

ALTERNATIVES:

1. Ratify agreement with the YMCA.
2. Do not ratify agreement

RECOMMENDATION: Alternative No. 1

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

BOARD OF EDUCATION MEETING, FEBRUARY 15, 2022

Ratify agreement with the Westlake Village YMCA for use of their swimming pool for the Oak Park High School Program

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	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

ORGANIZATION/GROUP/INDIVIDUAL ("LESSEE")

Name of Organization, Group, Individual: <u>Oak Park Unified School District</u>		Main Contact: <u>Adam Rauch</u>	
Phone Number: <u>805-750-0466</u>		Email Address: <u>arauch@opusd.org</u>	
Address: <u>5801 Conifer St</u>	City: <u>Oak Park</u>	State: <u>CA</u>	Zip: <u>91377</u>
Is the Organization a 501(c)(3) or Non-Profit?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Is the Tax-Exempt certificate attached?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

EVENT DETAILS ("EVENT")

Type of Event:	<input checked="" type="checkbox"/> Athletics/Sports	<input type="checkbox"/> Meeting	<input type="checkbox"/> Social/Party	<input type="checkbox"/> Benefit/Charity
Requested YMCA Facility?	<input checked="" type="checkbox"/> Yarrow YMCA	<input type="checkbox"/> Simi Valley YMCA	<input type="checkbox"/> Other: _____	
Requested YMCA Space?	<input checked="" type="checkbox"/> Lap Pool	<input type="checkbox"/> Warm Pool	<input type="checkbox"/> Gym	<input type="checkbox"/> Conference Room
	<input type="checkbox"/> Multipurpose Room	<input type="checkbox"/> Outdoor Fitness	<input type="checkbox"/> Other: _____	
Occurrence?	<input type="checkbox"/> Single Event	Date: _____	Time Start: _____	Time End: _____
	<input checked="" type="checkbox"/> Recurring Event	Start Date: <u>2/8/22</u>	End Date: <u>5/25/22</u>	Days: <u>M-Th</u>
		Start Time: <u>6:30pm</u>	End Time: <u>8:00pm</u>	Additional: <u>5 Lanes</u>
Attendees?	Total # of People: <u>30</u>	# of Youth (Under 18): <u>29</u>	# of Adults: <u>1</u>	
Additional Information:	<u>Oak Park High School Swim Team</u>			
	<u>5 Lanes</u>			

All Event details are subject to YMCA approval and must meet YMCA Facility Use Conditions and Insurance Requirements

Facility Use Agreement- YMCA of Southeast Ventura County

This Facility Use Agreement is made this 8th day of February, 2022, by and between the Yarrow Branch, of the YMCA of Southeast Ventura County ("YMCA") and Oak Park Unified School District "Lessee".

WHEREAS, Lessee desires to use the YMCA Rented Facilities for the Event and,
WHEREAS, the YMCA agrees to provide such use of the Rented Facilities,
WHEREAS, it is the desire of the parties to memorialize this understanding in a written agreement;
NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. TERM

The term of this Agreement is the Usage Term identified in the Event Details, not to exceed a one year term for recurring usage. Either party may terminate this Agreement prior to the end of the Usage Term with 14 days written notice to the other party. Notwithstanding the foregoing, YMCA may terminate this Agreement immediately upon written notice to Lessee in the event, as determined at YMCA's sole discretion, the Lessee violates any condition of this Agreement. Premature termination of this Agreement may be subject to forfeiture of fees as identified in Section 3 Payment.

2. FACILITIES AND USAGE

- 2.1. YMCA agrees to permit Lessee to use the Rented Facilities on the dates and times set forth above during the Rental Term, subject to the terms and conditions set forth in this Agreement. In the event Lessee desires to change the Usage Date and Time during the Usage Term, it must request such change in writing to YMCA. Such written request may be made via electronic mail. YMCA may approve or disapprove such change at its sole discretion for any reason or for no reason. In the event the change is approved, as evidenced by the YMCA's signature on the written request from Lessee, all other terms and provisions in this Agreement shall continue in full force and effect.
- 2.2. Lessee shall use the Rented Facilities solely for its intended purpose and in accordance with the provisions of this Agreement. Lessee shall not use, or suffer or permit any use of, the Rented Facilities for any purpose or in any manner other than as contemplated by this Agreement. Licensee, and the employees, subcontractors, agents, representatives, participants, invitees, and attendees of Licensee and the Event, shall comply with all applicable federal, state, and local statutes, rules, regulations, codes, ordinances and policies, including, but not limited to YMCA of Southeast Ventura County Policies.
- 2.3. The Lessee is responsible for providing adult supervision for any invitees of Lessee, or any person directly or indirectly connected with the Lessee's use of the Rented Facilities.

3. PAYMENT AND FEES.

- 3.1. Lessee agrees to pay the rental fee of \$150/day.
- 3.2. Lessee agrees that each day includes 5 lap pool lanes, Monday-Thursday 6:30PM – 8:00PM.
- 3.3. Lessee agrees that any additional time will be billed at \$20/lane/hour.
- 3.4. Lessee agrees to provide a schedule of usage no later than 14 days prior to the 1st of each month.
- 3.5. YMCA will invoice Lessee at the beginning of each month for the following month based on provided schedule.
- 3.6. Lessee agrees to pay each invoice in full within 15 calendar days.

4. USE OF THE YMCA NAME

Use of the YMCA facilities does not imply endorsement or sponsorship of the Event or the group by the YMCA. Publicity shall be designed in such a way that no suggestion of endorsement or sponsorship is implied. All publicity and public mention of the YMCA must be approved in advance with the YMCA CEO.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

The parties intend that their relationship under this Agreement shall be as independent contractors, and neither party shall conduct itself in any manner inconsistent with such independent contractor status. Nothing in this Agreement, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture, or other form of business enterprise, or relationship of agency of employment, between YMCA and Lessee, and Lessee shall not imply any such relationship or endorsement in any promotion, advertisement, solicitation or other communication in connection with the Event.

6. RULES FOR USAGE

The following rules pertain to Lessee and any participants, invitees or other individuals in any way connected with Lessee's event and activities on YMCA property. The rules are conditions for any usage or continued usage of the Rented Facilities:

- 6.1. No profanity on YMCA property

Facility Use Agreement- YMCA of Southeast Ventura County

- 6.2. No possession or consumption of alcoholic beverages, tobacco products, or any illegal drug or substance on YMCA property
- 6.3. No destruction or damage of YMCA property, including, without limitation, hanging any items on walls of YMCA in such a manner that will leave holes or marks on the walls
- 6.4. No horseplay, rough-housing, skateboarding, rollerblading, or similar activities on YMCA property
- 6.5. No activities or events other than the permitted uses set forth above as the Use of the Rented Facilities.

7. CONDITION OF RENTED FACILITIES

YMCA makes no representation or warranty of any kind (express or implied) regarding the suitability of, or compliance with applicable laws by, the Rented Facilities, as built or maintained, for any aspect of the Lessee's intended use. Accordingly, Lessee acknowledges and agrees that Lessee has made an adequate investigation and inspection of the Facilities and its own determination regarding the suitability thereof for Lessee's intended use. Lessee further acknowledges and agrees that Facilities shall be delivered by YMCA to Lessee "as is," "where is," and "with any and all faults," and without any representation or warranty of any kind (express or implied), including, but not limited to, representation and warranties as to the merchantability and fitness for use for any particular purpose, and shall be used by Lessee for the Event at Lessee's own risk. Notwithstanding anything in this Agreement to the contrary, YMCA undertakes no obligation whatsoever for the safety or security of any property or person, including, but not limited to, Lessee, or any of the employees, subcontractors, agents, representatives, participants, invitees, or attendees of Lessee or the Event.

8. REPAIRS AND MAINTENANCE

Landlord shall bear the entire expense of all repairs, maintenance, alterations, or improvements to the basic structure (exterior walls, roof, heating, ventilating, air conditioning, electrical, plumbing and other systems on the premises). Landlord shall, in addition, bear the entire expense for the repair and maintenance of the parking area, including landscaping and keeping the parking area free of trash and rubbish. Landlord will perform any such repairs/maintenance within a timely manner within as per industry standard. Lessee is responsible to notify the facility director of the fore mentioned repairs within 24 hours in writing. Any sudden damages will be repaired by the best efforts of the landlord. Lessee shall pay at its own expense, all repairs, maintenance, and alterations of Tenant installed fixtures, improvements, utilities and any damages deemed due to tenant negligence.

9. TERMS AND CONDITIONS

- 9.1. YMCA programs and activities will receive priority to all Facility Use Applications.
- 9.2. The YMCA reserves the right to approve or deny any/all Facility Use Applications for any or no reason whatsoever.
- 9.3. Lessee agrees that its use of facility including any individual connected in any way with Lessee's events and activities on YMCA property will be conducted in a manner consistent with the scope and spirit of the values of the YMCA.
- 9.4. Lessee agrees that it shall follow all written and verbal YMCA rules.
- 9.5. Lessee shall comply with all federal, state and local laws with regard to its use of Rented Facilities.
- 9.6. Lessee must have appropriate license/permit before the first day of operation and maintain said license/permit during the its active usage term. Failure to provide proof of valid license/permit will result in immediate termination of this agreement. No refunds will be administered for any such terminations and any fees still not paid for must be within 30 days of termination.
- 9.7. Lessee agrees that it shall be responsible for all damages to the facility, normal wear and tear excepted, that results from its use, control or maintenance of the Rented Facilities. Lessee also agrees to pay or reimburse the YMCA for any payments made to repair fore mentioned damages.
- 9.8. Lessee agrees to assume responsibility for cleaning the Rented Facilities after use and for returning the Rented Facilities to the same condition as prior to use. If Lessee fails to do so, YMCA may, at its sole discretion, retain Lessee's security deposit as previously stated herein.
- 9.9. The YMCA at its sole discretion may require the use of security for the Event. If security is required, Lessee shall incur the cost of contracted security personnel.
Events with anticipated attendance over 75 people must consult the Risk Management Department.
- 9.10. Lessee agrees to comply with all YMCA aquatic safety policies and procedures and shall not provide any aquatic activities unless approved in advance by the YMCA (this includes the use of kiddie pools, "Slip N Slide", or other similar items).
- 9.11. Lessee shall be responsible for the safety and security of any individual connected in any way with the Lessee's Event. Lessee shall be responsible for staff, volunteers or representatives who can prudently respond to emergency events. To that end, if the Event shall have **anticipated attendance of 75 people or more Lessee shall provide at all times of the Event, at least two (2) volunteers/staff currently certified in First Aid, CPR, AED, Emergency Oxygen administration.**
- 9.12. The YMCA reserves the right to do background checks on its members as well as screening for sex offenders. Moreover, The YMCA reserves the right to deny access or membership to any person who:
 - Violated the Code of Conduct(exhibit B)
 - Has been accused or convicted of any crime involving sexual abuse
 - Is a registered sex offender

Facility Use Agreement- YMCA of Southeast Ventura County

- Habitually or excessively uses narcotics or dangerous drugs
- Has ever been convicted of any offense relating to the use, sale, possession, or transportation of narcotics or habit forming and/or dangerous drugs
- Continuously or excessively uses intoxicating beverage

9.13. Furthermore, if the YMCA has reason to believe that an individual may have illegal substances, paraphernalia, alcohol, weapons, or stolen property with them in a Family Center or program, the YMCA may ask to search the individual's belongings, contact law enforcement to do a search or ask the individual to leave the premises/program. If the individual in question is a minor, the Y will contact the parent(s)/ legal guardian and/or local law enforcement to remove the child from the program/premises.

10. INSURANCE AND WAIVER REQUIREMENTS

- 10.1. Lessee shall obtain and maintain, at Lessee's sole cost and expense, insurance coverage for Lessee's use of the Rented Facilities for the Event with such insurer's, terms, and other provisions as shall be approved by the YMCA Risk Management Department.
- 10.2. Lessee shall provide a certificate of insurance evidencing coverage outlined in the minimum amounts provided in Exhibit A. Exceptions to these requirements may only be given by the YMCA Leader of Risk Management.
- 10.3. At the discretion of the YMCA, reserves the right to determine availability and suitability of the facilities and with seven business days prior notice, parts or the entirety of the facilities can be closed for any reason deemed by the YMCA to require temporary closing. Lessee shall comply and waive any claims, damages or losses due to the closure.
- 10.4. **Personal Use of Facilities** - If Lessee is not an incorporated business or the use of the facilities is of a personal rather than business nature, such as parties, social meeting groups, etc. Lessee will be required to have persons aged 18 and older sign-in with YMCA staff from desk when entering the Rented Facilities. Sign-in procedures will require signing a standard YMCA waiver. Lessee shall make every reasonable attempt to turn in signed parental waivers prior to the event for any person under the age of 18 who will not have a parent or legal guardian available to sign the form upon entering the Rented Facilities.
- 10.5. At the discretion of the YMCA, larger non-business groups may be required to purchase a special event policy to cover their event or provide evidence of homeowner's insurance policy meeting YMCA requirements.

11. NOTICES

- 11.1. All legal notices shall be sent to:

FOR YMCA	FOR LESSEE
YMCA OF SOUTHEAST VENTURA COUNTY Attention: Ronnie Stone 31105 E. Thousand Oaks Blvd Westlake Village, CA 91362	OAK PARK UNIFIED SCHOOL DISTRICT ATTENTION: ADAM RAUCH 5801 CONIFER STREET OAK PARK, CA 91377
<u>With a Copy to:</u> Peter Penna, <i>Director, Risk Management</i>	<u>With a Copy to:</u> N/A

12. INDEMNIFICATION

12.1 To the fullest extent permitted by law, Lessee agrees to defend, indemnify, and hold harmless the YMCA of Southeast Ventura County, its directors, officers, agents, employees, (herein after referred to as "YMCA") from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained and arising out of the negligence or willful misconduct of the Lessee or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Lessee, whether such act or omission is authorized by this Agreement or not. Lessee also agrees to pay for any and all damage to the real and personal property of the YMCA, or loss or theft of such property, or damage to the Property done or caused by such persons. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence or intentional misconduct of the YMCA.

12.2 To the fullest extent permitted by law, YMCA agree to defend, indemnify, and hold harmless Lessee, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained and arising out of the negligence or willful misconduct of the YMCA. YMCA assumes no responsibility whatsoever for any property placed on



Facility Use Agreement- YMCA of Southeast Ventura County

YMCA premises by Lessee, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers. The provisions of this Indemnification do not apply to any damage or losses caused by the intentional misconduct of the Lessee, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers.

13. PROHIBITION OF ASSIGNMENT

Lessee may not assign or transfer this Agreement, either in whole or in part.

14. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties with respect to use of YMCA of Central California Facilities. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by YMCA with respect to the Rented Facilities except as expressly stated herein.

15. AMENDMENTS

This Agreement can only be changed by an agreement in writing signed by both YMCA and Lessee, except that YMCA may, by its own action, modify the rules for usage set forth in Section 5 above at any time with five days prior written notice.

16. VENUE AND SEVERABILITY

It is further agreed that the foregoing Release of Liability and Indemnification paragraphs are intended to be as broad and as inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Likewise, I agree that if legal action is brought it must be brought in the local court where the incident occurred or in the appropriate federal court in the state of California.

17. ACCIDENT REPORTS

Lessee, its employers and agents further agrees to report any injured persons, fatalities, property damage and theft as a result of the foregoing parties use, maintenance, or possession of the facilities to the lessor immediately with a written accident report including those required by law. Furthermore, the foregoing parties will cooperate fully with the lessor and all insurers providing insurance under this agreement in the investigation and defense of any claims. Lessee will promptly deliver to lessor any documents served or delivered to lessee, its employees or agents in connection with any claim or proceeding at law or in equity begun or threatened against lessee, its employers, agents lessor or all foregoing parties.

18. PARKING

Parking is available in the lessor parking lot on a first come, first serve and non-exclusive basis; however if lessee wishes to reserve specific parking lessee must do so in writing 14 days before first date of operation. Lessor makes no guarantees on any accommodations and reserves the right to limit and reallocate parking privileges if the use of the provided parking presents a danger to the Lessor.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the day and date set forth above.

Oak Park Unified School District

Lessee Company/Organization Name

Assistant Superintendent

Lessee Representative Title

Adam Rauch

Lessee Representative Printed Name

Lessee Representative Signature

For YMCA:

CEO

YMCA Representative Title

Ronnie Stone

YMCA Representative Printed Name

YMCA Representative Signature

Facility Use Agreement- YMCA of Southeast Ventura County

INSURANCE REQUIREMENTS – Exhibit A

In compliance with the insurance requirements of the YMCA of Southeast Ventura County, please provide Certificates of Insurance with Endorsements, as noted below:

Workers' Compensation & Employer's Liability in an amount covering full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A: Statutory Limits
Part B: **\$1,000,000/\$1,000,000/\$1,000,000 Employers Liability**

- Sole Proprietors or organizations with no employees are exempt from providing Worker's Compensation and Employers Liability Insurance but must provide a signed **Worker's Compensation Statement**.
- Policy to be amended to state THIRTY (30) days prior written notice of cancellation to be given to YMCA of Southeast Ventura County
- Waiver of Subrogation in favor of YMCA of Southeast Ventura County shall be attached.

Commercial General, Automobile and Umbrella (Excess) Liability Insurance;

INSURANCE: Contractor shall maintain, or cause to be maintained, for not less than the duration of the contract between Contractor and the Company, at least the following types and amounts of insurance for claims which may arise from or in connection with services or products provided:

- o **General Liability:** comprehensive or commercial form minimum limits each Occurrence **\$1,000,000, General Aggregate \$2,000,000**
 - o Policy must include Premises/Operations, Products & Completed Operations, Personal & Advertising Injury and Contractual Liability coverage.
- o **Business Automobile Liability:** minimum limits or Owned, Scheduled, Non-Owned, or Hire Automobiles with a combine single limit of not less than **\$1,000,000 per occurrence.**
- o **Worker's Compensation:** evidence of coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with minimum limit of **\$1,000,000 per accident** for bodily injury or disease.
 - o Sole Proprietors or organizations with no employees are exempt from providing Worker's Compensation and Employers Liability Insurance, but must provide a signed Waiver of Workers' Compensation Coverage
- o **Abuse and Sexual Molestation:** *if applicable*, minimum **\$1,000,000 each occurrence/\$2,000,000 aggregate**
 - o Required for all contractors that will be in contact with minors will require Abuse and Sexual Molestation coverage
- o **Professional Liability (Errors and Omissions):** *if applicable*, minimum of **\$1,000,000 per claim and \$2,000,000 aggregate.**
 - o Required for all professional services and consulting contracts.
- o **Cyber Liability:** *if applicable*, minimum of **\$1,000,000 per claim and \$1,000,000 aggregate.**
 - o Required for services involving information technology, software development, database development and administration.
- o **Pollution Liability:** *if applicable*, minimum of **\$1,000,000 per claim and \$2,000,000 aggregate.**
 - o Required for contractors working on hazardous chemicals and waste, sewer, well drilling work.
- o **Third party Property Damage Liability:** minimum limit of **\$1,000,000 each occurrence**
 - o Such coverage will include loss of use and lessee will be responsible to restore any Lessor property in their care, custody or control to its original condition.
 - o YMCA of Southeast Ventura County their directors, officers, employees, volunteers, representatives and agents shall be named as Additional Insureds including premises/operations (CG2010 or comparable form) with the proper endorsements attached.
- o All Policies to be endorsed to state THIRTY (30) days prior written notice of cancellation to be given to the YMCA.

Name YMCA of Southeast Ventura County, its trustees, officers, employees, volunteers, and agents as additional insured (as the interest of each insured may appear) on all General Liability, Auto Liability, Homeowners and Special Event policies. Additional insured status does not apply to personal vehicle coverage.

1. All policies must be issued with a 30 day cancellation notice, whereby the policy shall not be cancelled or reduced, restricted or limited until thirty (30) days after YMCA (as the certificate holder) has received written notice.
2. The organization or business name must correspond with information on the certificate of insurance.
3. Additional coverages may be required if deemed appropriate by the YMCA Risk Management Department.
4. Contact Risk Management for questions. Send COI's by email, mail, or fax to:



Facility Use Agreement- YMCA of Southeast Ventura County

YMCA of Southeast Ventura County

Attention: Risk Management
31105 East Thousand Oaks Blvd
Westlake Village, CA 91362
Email: ppenna@sevymca.org
Phone: 805-497-3081

Facility Use Agreement- YMCA of Southeast Ventura County

YMCA Code of Conduct – Exhibit B

The YMCA of Southeast Ventura County is committed to providing a safe, comfortable, and welcoming environment for all and we ask all persons to act maturely, behave responsibly, and to respect the rights and dignity of others at all times when in our facilities, on our property or participating in our programs or events.

The Code of Conduct outlines prohibited actions. This list is not all-inclusive, and the YMCA reserves the right to deny, suspend or revoke membership/access privileges to any person if, in the YMCA's sole discretion, the actions/inactions of a person are detrimental to the health, safety, or enjoyment of its employees, volunteers, members, or participants.

- Unlawful, abusive, derogatory, harassing, unwelcome, obscene or violent language or behavior towards others or themselves
- Actions based on an individual's sex, race, ethnicity, age, religion, disability, sexual orientation or any other legally protected status.
- Openly carrying or concealing of any weapons, devices or objects which may be used as a weapon at a YMCA location or a YMCA sponsored event or activity.
- Smoking, the use of tobacco, or the use of products intended to mimic smoking or tobacco products while in, on, or around YMCA property, program or events.
- Using or possessing alcohol or illegal chemicals on YMCA property, in YMCA vehicles or at YMCA sponsored programs/events
- Theft or behavior that results in the destruction or loss of property
- Sexually explicit conversation or behavior
- Unsafe, inappropriate, immodest, or sexually revealing attire
- Use of cell phones in locker room or bathrooms
- Loitering within or on the grounds
- Personal fitness instruction (paid/unpaid) by anyone not certified and employed by the YMCA.
- Accessing or permitting access to the YMCA facility not in compliance with YMCA security policies. This includes card sharing, presenting false identification, sneaking friends into the facility, failure to provide a photo ID and photo for access, etc.
- Pets (except for service animals)
- Not demonstrating the YMCA values of caring, honesty, respect, and responsibility including misuse of membership card.
- Using equipment for other than its intended purposes or not following safety instructions. Equipment orientations are available at no cost at all members and guests upon request.

The YMCA conducts regular sex offender screenings on all members, participants and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation and remove visitation access. In addition, the YMCA reserves the right to deny access or membership to any person who has been arrested for or conviction of any crime involving weapons, violence, sexual abuse or the sale, possession and/or transportation of illegal drugs

Please notify a YMCA staff person immediately if there is an accident, injury, unusual incident or you believe that this Code of Conduct is being violated.

Suspension or termination of YMCA membership and/or Facility Usage permission may result from a violation of the Code of Conduct. While an incident is being investigated, the membership of the person(s) accused of violating this Code of Conduct may be temporarily suspended pending a final decision.

TO: BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 15, 2022

**SUBJECT: B.4.a. MIDYEAR REVIEW AND DISCUSSION OF THE BOARD APPROVED
2021-2022 DISTRICT GOALS**

DISCUSSION

ISSUE: Shall the Board of Education review the progress of the Board approved 2021-2022 District Goals?

BACKGROUND: At its August 17, 2021, regular meeting the Board of Education approved the District Goals for 2021-2022. The staff has been making progress towards these goals. At this meeting, the Board will review the updates provided by the staff in the following document.

FISCAL IMPACT: None, For information and Discussion only

BOARD POLICY: Pursuant to BP 0200 Goals for The School District - The Board shall regularly monitor the progress of the district's efforts in achieving the goals.

GOALS: N/A

RECOMMENDATION: At Board's discretion.

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent



OAK PARK UNIFIED SCHOOL DISTRICT (OPUSD) GOALS 2021-2022 MID-YEAR REVIEW OF PROGRESS

These goals have been developed taking into consideration the current LCAP, Expanded Learning Opportunities Grant Plan (ELO), Challenge Success recommendations and survey results, Healthy Kids Survey results, Bright Bytes survey results, staff and parent survey results, high school WASC Action Plans, Measure S Plan, District committee work, and OPEF and PTO Council discussions, and are aligned with the District's mission and Moral Imperatives.

1. Return to a full-time, in-person instructional model.

- a. Promote, adhere to, and whenever possible exceed state and county health guidelines to ensure a safe environment for all students, teachers, staff, and families.

Progress: We were the first district in the county to establish a COVID Safety Team to test, contact trace, and communicate the ongoing conditions of the pandemic. In addition, we are the only district in Ventura County that is conducting surveillance testing at the elementary level and we've also been conducting weekly testing for our students participating in extracurricular activities at the high school and middle school since late September. We have offered optional testing M-F since the beginning of the school year for our students and employees. The Covid Team implemented the most robust tracing and modified quarantine program in the County according to VCPH who notified us that we were the only district holding the full Modified Quarantine requirements. We have also held three vaccination clinics and are looking to add more between now and June. The Covid team implemented proactive measures as situations have changed; for example, testing was expanded for the week prior to schools' return in January, and the distribution of rapid tests led to the identification of dozens of cases that were kept off-campus. This allowed a relatively quick attendance recovery compared to other districts. The District also distributed N95 masks to all students; at least 2 to each student were available. Ongoing updates to Covid protocols, the Dashboard of cases, and other resources regarding Covid are located on a dedicated web page on the District's website, and regular communications are sent to staff and families about any updates to the guidelines and recommendations from CDC, CDPH, and VCPH. Vaccine verification of volunteers was also implemented.

- b. Provide multi-tiered systems of support to all students, especially students not performing at grade level, based on student assessment data gathered at the beginning of the school year and at multiple points during the school year.

Progress: We completed the Fastbridge Fall Universal Screening in Math and ELA (K-5) and Math (6-8). Fall Intervention K-5 began on 9/22/2021. We completed Winter Universal Screening in Math & ELA (K-8). Winter Intervention K-5 (BES, OHES, ROES) began on 1/10/2022. To date, a total of 339 students were served in the intervention program for Mathematics and/or Literacy in the Fall and 320 are being served in the Winter.

Paper online tutoring has provided 1,594 tutoring sessions and 2,981 essay feedback sessions.

- c. Develop written plans with site leaders and counseling staff using evidence-based strategies to support social-emotional well-being of students as they transition back to on-campus learning.

Progress: Transition programs were implemented at all sites for the return to school. At the high school, orientation programs were extended through the first weeks of school and included lunchtime activities, Peer Counseling, and the purchase of equipment (i.e. ping pong tables). The middle school extended the Camp Medea program for 6th graders and had orientation programs for 7th/8th-grade students. For the elementary schools, OPUSD contracted with Wolf Enterprises to do team building activities the 2nd week of school, after the sites implemented a week of class orientation activities. Ongoing support has been provided by the counseling departments.



Students who attend Club Oak Park receive additional social-emotional support in small groups or one-on-one from staff. The nature of the program lends itself to the creation of trusting relationships between students and staff. Each day, staff interface with the same small groups of students and identify individual student needs as they arise. Students are connected to adults who provide daily opportunities to converse about student well-being, thus screening and monitoring student wellness on an ongoing basis.

- d. Ensure availability of quality resources, technology support, and professional development to staff.

Progress: [2021-22 Professional Development Opportunities](#)

In addition to the normal support Tech TOSAs provide to classroom teachers, TOSAs provided extensive training to Guest Teachers to enable them to function in a technology-rich learning environment reliant on online tools, mobile computing devices, and a variety of screencasting/projecting technologies. TOSAs also are providing significant support to elementary and middle school innovation lab instructors (instructional aides at ES, and guest teachers at MS) from coaching them over classroom management techniques, to lesson planning and design, pedagogy, and curriculum development. TOSAs are also working with Dr. Davis to provide the District leadership team with targeted training and support during Leadership/Principals meetings. The District has also rolled out Incident IQ, a new help desk ticketing system to help streamline technology support requests and communications related to resolving those requests.

- e. Provide expanded on-campus learning opportunities for our students beyond school hours.

Progress: MCMS has added intramural and intermural sports, allowing more than 100 students to participate in after school activities. Research indicates a connection between these types of after-school enrichment activities and learning (as well as school connectedness). There is a proposed plan to provide scholarships for low income students to participate in Growing Outdoors after school enrichment courses and The Club Gap program using ELO-P funds. Elementary Chorus has been offered at each elementary school at no cost using the ELO-G. On campus academic support is provided through the MCMS Homework Club, OPHS Math Honors Society, and through the Summer Remediation programs for elementary students. The Paper tutoring program has been utilized primarily by students in grades 6-12; in-person tutoring has not been feasible thus far.

- f. Implement the OPIS Virtual program to serve students with pandemic-related health needs.

Progress: 58 students have participated in the OPIS Virtual program since school started. OPIS administration has worked closely with the Pupil Services Department to ensure that students with disabilities have access to the OPIS Virtual program.

- g. Continue to be sensitive to and supportive of the challenges of teaching and learning during the pandemic.

Progress: Feedback and input from teachers on the elementary adoption timeline was obtained during site visits and through various surveys. Survey results were discussed on February 2. Administrators and District Leadership consistently consider the impact decisions will have on the workload of teachers, and promote practices that address essential standards. We have signed an MOU increasing instructional and non-instructional hourly rates.

- h. Continue evaluating contingency plans to ensure continuity of learning during the unexpected classroom or school closures.

Progress: The Tech Department has developed plans for distributing devices to students in Grades K-4 in the case that a class, grade level, or school needs to close or shift to distance learning. Grades 5-12 are already take-home 1:1 Chromebooks. The Tech department has pre-packaged sets of chargers to hand out to teachers for distribution to their students in case iPads need to be sent home.



District staff has supported teachers and school site administrators to develop streamlined processes for developing and sharing lesson plans, Short Term Independent Study plans, and other actions to efficiently support students and staff who are quarantined.

Every student's IEP now includes a specific description of the services the District will provide if schools are closed for more than 10 days due to an emergency condition; the services for each student were determined in collaboration with parents.

2. Strengthen the Climate of Care and School Connectedness at all OPUSD schools.

- a. Each school site will develop a plan to articulate the Climate of Care with measurable outcomes to ensure all students feel valued, honored, and connected to their school.

Progress: With three new site principals and the challenges we've been facing with COVID, we have not been able to focus on doing specific plans. However, we do have the results from the Challenge Success survey, California Healthy Kids Survey, and other surveys that provide us with information related to this goal. We would like to revisit this goal next year.

- b. Ensure that our schools appreciate, celebrate, and provide equitable opportunities for all students.

Progress: School libraries are receiving support to promote cultural celebrations through literacy. Numerous Teacher Grants were approved to increase diversity of texts in classroom and school libraries. Discussions about the Secondary Mathematics Pathways are focused on promoting A-G completion for all students. No-fee remediation was offered to students who received a D/F through the ELO-G. Ensuring equitable opportunities is central to the mission of DETF and is addressed in the work that is underway; progress has been made in many areas.

- c. Support and follow-up on recommendations from May 7, 2021, Collective Equity Final Report and continue the work of Diversity and Equity Task Force.

Progress: We have hired a nationally-known consultant, The Howard Group Inc. (THG) to continue the work of the DETF. Recommendations and continuing goals for DETF included a District-wide audit of equity and inclusion. The first action of the THG is to develop a survey and focus group interviews to gather more specific data and uncover any areas of need. Priorities include developing trusted reporting and restorative and disciplinary policies, and ongoing communication to address harassment/hate incidents on campus. Elementary processes have been implemented; THG is working with us to develop these processes at the secondary level. The recommendations for DEI professional development sessions were postponed due to the overwhelming responsibilities of staff during the pandemic; however, THG will be providing a student session at the high school (OVHS and OPIS students included). Professional development plans are going to be developed into the next school year. THG has been asked to help develop an "equity lens" for curriculum, materials and lesson presentation. Celebrations of identified calendared events continue; Hispanic Heritage Month, Black History Month, Lunar New Year, Women's History Month, Asian/Asian-Pacific Heritage Month, along with recognitions (e.g. Holocaust Remembrance Day), have been presented. Reviews of academic equity from the Collective Equity Report has continued; a review of the secondary math placement criteria and pathways has been ongoing with recommendations presented to the Board in December. Review of GATE applications, assessment, and placement are being reviewed with a view to equitable processes.

- d. Evaluate and improve processes for student access to courses and counselors including increased academic and college counseling.

Progress: MCMS and OPHS have diligently tracked student visits in Q. As of 2/2/22, OPHS counselors have logged 2,822 student visits, and MCMS counselors have logged 902. At OPHS, 309 visits (298 seniors) were marked as "college" related.

- e. Maintain our relationship with Challenge Success at MCMS and OPHS and explore expansion of this program.

Progress: Challenge/Success was contracted to conduct a middle school survey (completed in



Nov. 2021) and staff development with the results (pending). C/S conducted a community Parent Information Night with the topic of “The Well-Balanced Child” in December; this event was well attended given it was a virtual event. Finally, the high school has C/S presenting a virtual “College Process” information night in February. Our leadership teams at the DO, MCMS, and OPHS attended the Partner School Seminar on July 20, 2021 and also attended the Summer Leadership Seminar on July 26, 2021.

- f. Continue expanding alternative credits, summer school opportunities, flexible scheduling, availability/accessibility of advanced placement classes, and blended and dual enrollment opportunities while maintaining the integrity of our instructional program.

Progress: For 2022, OPIS students are able to take two courses at OPHS which is an increase from one course allowed previously. Dual Enrollment opportunities continue for all students in grades 9-12.

- g. Collaborate with local business/leaders, families, and community groups to implement internships, mentorship, and other programs that provide additional career-related opportunities for students.

Progress: Three internships are offered through the Monarch project with VCRCD, with continued partnership opportunities with Westminster Free Clinic and as well as Wildlife Rehabilitation internships.

- h. Maintain the increased level of daily cleaning/sanitizing as required, as well as completing both routine and deferred maintenance.

Progress: Jim Craft, Districtwide Head Custodian, supports our site custodians to troubleshoot issues and provides coaching and feedback. Jim has centralized purchasing of custodial products and has implemented an inventory checklist that Head Custodians are responsible for completing monthly. Jim also retrieved unused chemical supplies from each campus and coordinated with a waste removal vendor to haul away these supplies. M&O utilizes a work order system to track maintenance tickets, which are typically in the form of repairs that need to be completed by Maintenance Engineers. Separately, M&O has an annual preventative maintenance plan that identifies tasks that need to be completed annually, broken out by month, by Grounds Staff, Maintenance Engineers, Vendors, and Custodians.

- i. Continue to provide opportunities for self-care for all employees.

Progress: In our Superintendent/Staff Office hours, staff stated they did not want self care opportunities. Instead, they would prefer a raise and more collaboration time with staff (which is being implemented Feb 18). In response to the input from staff, the District is negotiating with the union regarding a raise and has increased instructional and non-instructional hourly rates. We have made an effort to provide lunch, snacks, and morning bagels as morale boosters to all staff.

- j. Continue to work on disaster preparedness plans and drills (earthquake, fire, lockdowns, shelter-in-place, evacuations, etc).

Progress: M&O held utility shut-off training with Principals and Office Managers at each school site so they are prepared, if needed, to shut off utilities on their campus in the event of an emergency. All drills are being conducted on a regular basis, and included the Great California Shakeout last October. VC Sheriff Dept has offered sites training for active shooters/lock down procedures and are scheduling these trainings. Emergency plans have been submitted to the Board.

3. Inform and prepare students for college and career success.

- a. Provide innovative and differentiated instruction for all students through quality professional development, utilizing evidence-based materials and practices, and ensuring alignment with state standards and across school sites.

Progress: In summer 2021, 24 teachers attended various conferences or workshops. The secondary English Department held planning meetings in August 2021. Elementary teachers piloted and are in the process of selecting a new NGSS text/adoption.



- b. Partner with and inform teachers, students, and parents with frequent formative and summative assessments.

Progress: All K-8 students take the Fastbridge screening for math and literacy each trimester. This data is shared and analyzed in data meetings. Teachers are being trained on the use of Fastbridge data to offer support and in-class intervention to address learning needs.

- c. Provide curriculum information, and clearly delineated standards and expectations on our website.

Progress: We updated the Curriculum and Instruction website in August 2021 to include information about standards, including Achieve the Core documents.

- d. Evaluate and align our math pathways and curriculum using student data, course enrollment data, results from the UCLA Curtis Center, staff and family feedback, and evidence-based strategies tailored to our demographics.

Progress: MCMS teachers held three days of professional development with the Curtis Center. MCMS has eliminated the Algebra Readiness course in 8th grade, ensuring all students are in grade level courses, and that all students are able to access Algebra I no later than 9th grade. Additional days with Curtis Center staff will be scheduled in the Spring, followed by OPHS in 2022-2023.

- Ensure equity of access to UC/CSU math requirements.

Progress: OPHS has presented a new Data Science course to the Curriculum Council. This course is A-G approved and serves as an alternative to Algebra II. This course could also be taken after Algebra II for students who seek a Statistics/Humanities pathway in mathematics.

- Focused interventions for students with math skill gaps at the middle school and the high school.

Progress: MCMS teachers have attended a number of meetings and trainings on the foundations of secondary math intervention. In January, MCMS began a pilot of Dreambox, a computer adaptive intervention program for secondary math students. 6th grade teachers have also assigned weekly skill practice in ALEKS for all students to address identified gaps. Teachers have been trained in the Fastbridge assessments, including how to analyze student data from the screenings to individualize support and extra practice. At OPHS, the Math Skills Lab uses ALEKS for skill practice and reteaching.

- e. Deepen student learning through nature-based experiences and environmental stewardship in the instructional program, to foster creativity, play, and experiential and inquiry-based learning.

Progress: The three elementary schools are scheduled to go to Santa Cruz Island in March & April. The elementary garden program is running all year long, providing all elementary students with hands-on garden instruction for 6-8 weeks.

- f. Increase the number of OPHS students recognized with the Seal of Civic Engagement, Seal of Biliteracy, and Green Cords.

Progress: Increased courses and a focus on these recognitions will lead to anticipated growth in these areas. The LCAP goal is to offer six sections in support of the Green Cord by 2024. In 2022, we are offering seven sections.

- g. Increase the number of CTE courses offered and the number of Career Pathway completers.

Progress: MCMS has presented a new course and pathway for students to complete a CTE pathway by 8th grade. There was an increase in completers from 2019-2020 to 2020-2021 school year.

4. Engage staff more deeply in shared-decision making and enhance communications to engage, inform and educate all stakeholders.

- a. Conduct ongoing outreach (surveys, Doodle polls, etc) to stakeholders for feedback on a variety of matters and communicate feedback in a timely manner



Progress: M&O sends a survey to Principals, Assistant Principals, and Office Managers at the end of each semester asking for feedback on the department asking for input on how Administration (Brendan, Maggie, and Jim), Grounds (Gama, Miguel, Abi, Candelario), and Maintenance (Chris, Miguel, and Oscar) have performed in terms of the quality of their work (doing it right the first time), timeliness (responding promptly), and customer service (acting with courtesy and professionalism). TechTOSAs frequently make use of Google Forms to solicit feedback about needs and desires for targeted support.

The staff has been surveyed by C and I for the Educator Effectiveness Block Grant, Elementary Pilot Timeline, NGSS Pilot Ratings.

- b. Implement District-wide Communication Plan that includes a weekly communication for all stakeholders and district committee updates/summaries.

Progress: The District Comprehensive Communication Plan was developed and approved by the Board at their October 19, 2021 Board meeting. The Oak Park Weekly was launched on October 28, 2021.

- c. Expand teacher leadership opportunities.

Progress: Efforts have been made this year to reduce workload increases for teachers based on their input. However, we have expanded or continued opportunities for teachers to demonstrate leadership on campus and in District programs. Opportunities include: 2021 summer program administrator for ELO program; teachers presented with Jay on 'Maslow before Bloom' in August 2021; teachers facilitated OPUSD ELA Symposium August 2021 and 'Differentiation Step By Step' - Fall 2021; RWW Coaches continue to collaborate with staff developers, teachers, and administrators to support the continuous learning in the area of literacy. We are continuing the Curriculum Catalyst (elementary) and District Innovator (secondary) site-based technology leader programs.

- d. Develop an application process and conduct outreach for district-wide committees to ensure greater access and breath of participation for those interested in serving.

Progress: This District Committee Involvement Form was created and sent to staff, students, and families. This form shared information about District committees and also served as an application process for volunteers who are interested in serving on these committees. In most cases, membership will be limited to a two-year term. However, any member interested in continuing beyond the two-year term may be accommodated depending on availability. We received 100 applications (57 parents; 23 staff; 10 students). 59 of the applicants were first-time volunteers and 41 were volunteers who have previously served on committees. The Committee Chairs reviewed the applications and every effort was made to select committee members in a manner that ensures that the committee represents a diverse representation of qualified people throughout the district, including a variety of viewpoints, demographics, and experiences.

5. Continue to ensure that District-wide athletics, arts, enrichment, and extracurricular activities complement the academic mission of our schools.

- a. Provide engaging extracurricular activities to enhance student connectedness, including the arts and an intramural sports program.
- b. Provide opportunities to a wide segment of the school population with the goal of meeting equity guidelines.

Progress: We have started a middle school sports program for girls and boys (volleyball, basketball, and cheerleading) at MCMS and have partnered with the LVUSD for competitions. In addition, we are starting the first-ever Swim team at Oak Park High School. These two additions alone will provide opportunities for approximately 100 students to be more connected to the school. Elementary Art, Music, and Garden is provided to all DK-5 students within the school day ensuring equitable access. After-school chorus is offered at each elementary school this year at no cost.

- c. Explore the Positive Coaching Alliance (PCA) to support our advisors, coaches, student-athletes, and their families to further enhance the school's climate of care.



Progress: After determining that PCA wouldn't meet our needs, the District reached out to Ray Lokar from Gold Standard Coaching. The Board approved the agreement with Gold Standard Coaching in the fall. Mr. Lokar has already met with the fall and winter sports coaches at OPHS and the feedback has been very positive. Moving forward Mr. Lokar will meet with our spring sports coaches, parents of student-athletes, and our student-athletes as we work to develop a system of professional development for our coaches, student-athletes, and parents. In turn, these training sessions will create an even healthier environment and culture for all involved in our athletics program.

- d. Partner with the YMCA to launch an aquatics program at OPHS.

Progress: We are currently working to finalize a Facility Use Agreement with YMCA, allowing our OPHS Swim Team to utilize their pool for practice.

- e. Identify and address upgrades/improvements to our athletic fields and the Pavilion. Evaluate and improve equitable access to all school facilities.

Progress: The stadium received new athletic turf and areas around the pole vault pit and monument received turf for the first time, creating areas for athletes to warm up and stretch during events and meets. The District also split-funded a new pole vault pit and soccer goals for the stadium.

M&O coordinated for the baseball and softball infields to have additional dirt added and be laser-leveled at the beginning of this year in time for the seasons. A gate was added to the home dugout of the softball field. M&O is exploring the cost of laser-leveling the outfields of the baseball and softball fields and looking into pricing to replace the softball scoreboard. Additional improvements are being considered for softball, such as expanding the home dugout, putting a roof on both the home and visitor dugouts, moving in the fence along the first baseline to create a better viewing experience for fans, and moving in the outfield fence.

Measure S is considering adding sand volleyball courts at OPHS at the corner of Kanan and Oak Hills Dr. just beyond the left-field fence of the softball field.

M&O has been in touch with the manufacturer for the seating in the Pavilion. A sample chair is being shipped to the District Office that will be assembled on the existing hardware for us to try out and determine if an upgrade to the seating is worth exploring further.

- f. Develop connections between CTE Pathways and the arts.

Progress: This year we have added .2 FTE at MCMS devoted to creating a sound recording/engineering program (funded by OPEF). From this planning section, a new course has emerged (pending CC and Board approval) that will offer a Music Production course to the MCMS schedule. This would potentially lead into a more advanced course, allowing MCMS students to complete a CTE pathway by 8th grade.

6. Use resources responsibly to maintain a balanced budget this year and in subsequent years.

- a. Continue to explore ways to attract and retain students from Oak Park to address the trend of declining enrollment.

Progress:

- Additional and more expansive advertising was utilized to attract students from the Oak Park community and outside of the community to attend our schools.
- Formed the swim team to retain and attract students that choose other schools in order to participate in this sport.
- Improved the quality of our district website to more accurately represent the quality product our schools and district deliver.
- Use of District social media to promote events on our school campuses. The Community Engagement Committee's focus is on outreach and improved connection with the residents of the Oak Park community.



- b. Ensure Club Oak Park, nutrition services, and the preschool are fiscally self-sustaining.

Progress: At this point, two of these programs are projected to be self-sustaining this year. As a result, we are applying our indirect cost rate against these programs' expenditures. With the continuation of the Universal Meals program, I believe it is reasonable to assume NS will continue to be self-sustaining. Club OP is a self-sustaining program when access to the program is not limited due to a pandemic. OPNS will always require a contribution from the general fund because our preschool special education program is housed within OPNS

- c. Develop and deliver quarterly progress reports on LCAP and ELO fund usage.

Progress: Consistent work between Curriculum and Instruction and Finance to monitor budgets and actions informs the Quarterly reports provided to the Board. The next Quarterly report will be in March.

- d. Assess Measure S Master Plan to appropriately allocate funds in alignment of district goals and moral imperatives.

Progress: A framework for the allocation of Measure S funds has been established and is being presented to the Measure S sub-committee, full committee, and Board for feedback and approval. This framework is aligned to District goals and moral imperatives.

- e. Develop a multi-year fiscal plan to ensure sufficient funding for the Technology Master Plan.

Progress: This is an ongoing goal and will be a part of the 2022/2023 budget development process, as we allocate current and new funding resources from the Governor's 2022/2023 state budget. We are currently utilizing opportunities to pay for technology needs such as our Chromebook program with one-time revenues.

The Tech Department has created a 15-year projection of expected technology expenditures based on a recurring refresh cycle for all key district technology infrastructure and computing devices.

- f. Assess facility and human resources capacity for potential universal transitional kindergarten.

Progress: Jay has attended 6 workshops and training with VCOE or CDE on this topic. We have paid close attention to the UPK/Transitional Kindergarten Plan requirements (to be presented to the Board before June 30, 2022) to ensure that we are preparing our staff, curriculum, and operations to support any impending increases to DK enrollment. Jay and Stew are meeting with the DK teachers to discuss any anticipated changes to classrooms and curriculum, given the decreasing age of students in DK. We also are planning for the long term, identifying training and support that will be needed for K-2 teachers, who will eventually see a change in the age of their students. This comprehensive approach to the changes in DK will promote a more cohesive K-3 program.

- g. Balance an increase to our reserve for economic uncertainties with the need to provide a high-quality education for our students.

Progress: Based on our First Interim, we are projecting a net increase to our Unrestricted Ending Fund Balance of \$887,540.

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 15, 2022

SUBJECT: B.4.b. CONFIRMATION AND DESIGNATION OF BOARD REPRESENTATIVES TO DISTRICT COMMITTEES

ACTION

ISSUE: To confirm designation of Board representatives to District committees and/or to select as needed.

STATEMENT: In order to have Board coverage and representation to district committees, it has been our practice to select specific representatives. With the appointment of new Board member Soyon Hardy the Board is asked to confirm and select representation for the following committees. A primary and alternate member is recommended for every committee.

Committee Name	Meeting Date/Time	Current Representatives
Benefits Committee	Meets Annually as Needed	Derek Ross
Budget/Finance Committee	Meets Annually as Needed	Tina Wang and Drew Hazelton
Calendar Committee	Meets Annually as Needed	Denise Helfstein/Drew Hazelton
Citizens Oversight Member Selection	Meets As Needed	Denise Helfstein and Drew Hazelton
Community Engagement Committee	Monthly 1st Monday, 3 :30 p.m.	Derek Ross and Denise Helfstein
Curriculum Council	Monthly 1st Tuesday, 3:30 pm	Tina Wang/Denise Helfstein
DELAC/English Learning	3 meetings per year/1:00 pm	Denise Helfstein/Drew Hazelton
EEAC	Monthly 2nd Thursday, 3:30 pm	Denise Helfstein/Derek Ross
Diversity and Equity Task Force	Monthly 3rd Thursday, 3:00 pm	Derek Ross and Tina Wang
GATE DAC	Monthly 2nd Monday, 3:30 pm	Denise Helfstein
LCAP Committee	As Needed	Denise Helfstein/Tina Wang
Measure S Committee	Monthly 3rd Monday, 3:30 pm	Derek Ross and Drew Hazelton
Measure S Sub Committee	Biweekly on Tuesdays, 8:00 am	Drew Hazelton and Derek Ross
Oak Park Education Foundation	Monthly 2nd Monday, 7:00 pm	Drew Hazelton/Derek Ross
Oak Park MAC	Monthly 4th Tuesday, 7:00 pm	Drew Hazelton/Derek Ross
Rancho Simi Recreation & Parks Dist.	2nd Thursday- 4 times per year	Derek Ross/Drew Hazelton
Safe Kids Task Force	Monthly last Wednesday, 3:00 pm	Derek Ross and Denise Helfstein
Safety and Security Task Force	Monthly 2nd Wednesday - 7:00 am	Drew Hazelton and Derek Ross
Technology Committee	Monthly 3rd Wednesday – 3:30 pm	Denise Helfstein/Drew Hazelton
Visual Arts Committee	Quarterly - 3:30 pm	Derek Ross
Wellness Council	Monthly 2nd Tuesday – 3:30 pm	Denise Helfstein

Note: A slash between the names of the Board Representatives denotes that the first name is the primary representative and the next name is the

alternate in the event the primary representative is unable to attend.

An and between the names of the Board Representative denotes that two Board members are on the committee

RECOMMENDATION: As selected.

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	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 15, 2022
SUBJECT: B.4.c. APPROVE CERTIFICATION OF SIGNATURES

ACTION

ISSUE: To approve the authorization of the Board of Education to sign documents as submitted for Oak Park School District.

BACKGROUND: Annually at the beginning of each fiscal year, or after any reorganization, new board member taking oath of office or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc. With the resignation of Allen Rosen effective January 19, 2022 and Provisional Appointment of Soyon Hardy on January 27, 2022 an updated verified certificate of signatures with the a statement of authorized agent(s) is required to be filed with School Business and Advisory Services. The accompanying form is to be signed and returned to School Business and Advisory Services as any changes occur.

ALTERNATIVES: 1. Approve the authorization of the Board of Education to sign documents as submitted.
2. Deny authorization for signing of documents.

RECOMMENDATION: 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	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT
CERTIFICATION OF SIGNATURES**

I, JEFF DAVIS, Secretary to the Board of Education of the OAK PARK UNIFIED SCHOOL DISTRICT of Ventura County, California certify that the signatures shown below are the verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated. * If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

The approved signatures will be considered valid for the period of JANUARY 27, 2022
– JUNE 30, 2022.

Date of Board Action: FEBRUARY 15, 2022 Signature: _____
Secretary of the Board

PART I

Signatures of Members of the Board

Signature: _____	Signature: _____
Print/Type: <u>Drew Hazelton</u>	Print/Type: <u>Soyon Hardy</u>
President of the Board of Education	Member of the Board of Education

Signature: _____	Signature: _____
Print/Type: <u>Denise Helfstein</u>	Print/Type: _____
Clerk of the Board of Education	Member of the Board of Education

Signature: _____	Signature: _____
Print/Type: <u>Derek Ross</u>	Print/Type: _____
Member of the Board of Education	Member of the Board of Education

Signature: _____
Print/Type: Tina Wang
Member of the Board of Education

*K-12 Districts

42632

42633

PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that a person is authorized to sign.

Signature: _____

Print/Type: **JEFF DAVIS**

Title: **SUPERINTENDENT**

Authorized to Sign: **A, B, C, D, E, F, G, 1, 2, 3, 4, 5**

Signature: _____

Print/Type: **ADAM RAUCH**

Title: **ASSISTANT SUPERINTENDENT, BUSINESS AND ADMINISTRATIVE SERVICES**

Authorized to Sign: **B, C, D, E, F, G, 1, 2, 4, 5**

Signature: _____

Print/Type: **STEWART MCGUGAN**

Title: **ASSISTANT SUPERINTENDENT, HUMAN RESOURCES**

Authorized to Sign: **1, 2, 3**

Signature: _____

Print/Type: **BYRON JONES**

Title: **DIRECTOR, FISCAL SERVICES**

Authorized to Sign: **B, C, D, E, F, 5**

Signature: _____

Print/Type: _____

Title: _____

Authorized to Sign: _____

Please attach an extra sheet for additional signatures if needed. If the Board has given special instructions for the signing of checks or orders, please attach a copy of the resolution.

The following documents must be filed with School Business and Advisory Services, designating personnel who are authorized to approve and/or sign for:

- A. Authorization to sign reports, budgets, and all documents requiring signature of Secretary or Clerk.
- B. Authorization to approve payroll orders.
- C. Authorization to approve commercial check orders.
- D. Authorization to sign collection reports to the county.
- E. Authorization to sign board approved budget transfers.
- F. Authorization to sign Inter-fund and Intra-fund Transfers.
- G. Authorization to sign Contracts after Board Approval.

Examples of documents requiring district authority (not required to be filed with School Business and Advisory Services):

- 1. Authorization to sign Employment Contracts.
- 2. Appointment of authorized agents, for federal and state applications.
- 3. Appointment of representatives to acquire surplus property.
- 4. Authorization to sign cafeteria reports.
- 5. Authorization to sign checks on district bank accounts, i.e., cafeteria; clearing account.

Districts must notify School Business and Advisory Services in writing and submit Board Approved signature authorization amendments as staff and/or organizational changes occur mid-year.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: FEBRUARY 15, 2022
SUBJECT: B.4.d. APPROVE 2022 CSBA DELEGATE ASSEMBLY ELECTION OF CANDIDATES

ACTION

ISSUE: Shall the Board of Education elect two representatives to CSBA's Delegate Assembly?

STATEMENT: There are four vacancies for the 2022 Delegate Assembly Ballot Region/Subregion 11B and there are five candidates as follows. OPUSD may vote for no more than four candidates on one ballot and the ballot must be returned to CSBA postmarked on or before March 15, 2022. Voting instructions, ballot, and biographical sketches for each of the candidates are included.

Darlene Bruno (Hueneme ESD)*
Efran Cazares (Ocean View SD)*
Debra Cordes (Oxnard ESD)*
Shelly Griffen (Ojai USD)
Daniel Sandoval (Santa Paula USD)

An * next to the name of a candidate indicates incumbent. The names of newly elected delegates will be published and disseminated to the membership by April 1.

ACTION: Move to cast our vote for _____, _____,
_____, and _____ 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	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



REQUIRES BOARD ACTION

Due: Tues. March 15—return ballot in enclosed envelope

January 31, 2022

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Dr. Susan Heredia, CSBA President
Re: 2022 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Tues. 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 Tuesday, March 15, 2022.**

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, 2022.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2022 – March 31, 2024. The next meeting of the Delegate Assembly takes place on Saturday, May 21 and Sunday, May 22, 2022. 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 **TUESDAY, MARCH 15, 2022**. 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 2022 DELEGATE ASSEMBLY BALLOT
SUBREGION 11-B
(Ventura County)

Number of seats: 4 (Vote for no more than 4 candidates)

Delegates will serve two-year terms beginning April 1, 2022 - March 31, 2024

**denotes incumbent*

- ☐ Darlene Bruno (Hueneme ESD)*
- ☐ Efrain Cazares (Ocean View SD)*
- ☐ Debra Cordes (Oxnard ESD)*
- ☐ Shelly Griffen (Ojai USD)
- ☐ Daniel Sandoval (Santa Paula USD)

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 2022

Luz Reyes-Martin (Goleta Union SD), term expires 2023

Subregion 11-B (Ventura)

Matthew Almaraz (Ventura USD), term expires 2023

Darlene Bruno (Hueneme SD), term expires 2022

Efrain Cazares (Oceanview SD), term expires 2022

Debra Cordes (Oxnard SD), term expires 2022

Lauren Gill (Conejo Valley USD), term expires 2022

Jeri Mead (Santa Paula USD), 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 2022 Election



Deadline: Friday, January 7, 2022 | 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. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. 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, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Date: 12/06/21

Name: Debra M Cordes

CSBA Region & subregion #: 11-B

District or COE: Oxnard Elementary School District

Years on board: 7

Profession: Retired Contact Number (☒ Cell ☐ Home ☐ Bus.): 805-290-7833

Primary E-mail: dcordes@oxnardsd.org

Are you an Incumbent Delegate? ☒ Yes ☐ No If yes, year you became Delegate: 2020

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I would like to continue the opportunity to engage with other board members throughout the state. This term as a Delegate was disrupted due to the Covid pandemic and our collaboration and advocacy was limited, however we did increase our knowledge of technology, it was our own "distance learning". The use of zoom for meetings and conferences was a new and challenging experience. During my time on the board I have served as Board President and clerk, additionally I have represented my colleagues on various District committees. My 35 years as an Oxnard School District educator brings a wealth of experience to this position.

Please describe your activities and involvement on your local board, community, and/or CSBA.

During the past 7 years I have had the opportunity to serve as Board President and Clerk on several occasions. Additionally I have represented my colleagues on various District committees such as Budget advisory, Master Plan and LCAP. I have attended the AEC conference every year that has been held where I have had the opportunity to expand my knowledge on the importance of governance as we plan and implement programs and policies that work towards improving student achievement. I am also on the executive board of three non-profits that promote student leadership, civil rights and people to people diplomacy. I look forward to continue my advocacy for our children and families.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The challenges we face as a governing board are continuously changing. Funding and improving student achievement are always at the top of the list. At this moment we have additional funds but we must be strategic on how it is spent knowing that they are one time funds. This past 20 months we have had to deal with unique situations with the closure of schools, the pandemic, distance learning and now how to address the disruption in learning and the social emotional needs that all of our students have experienced. Doing what is best for our children and communities has been controversial. CSBA continues to offer support as we look to them for information from throughout the state and guidance.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | 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. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. 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, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Shelly Griffin Date: 12/9/21

Name: Shelly Griffin CSBA Region & subregion #: 11
District or COE: Ojai Unified School District Years on board: 5
Profession: Executive Vice President of Mandar Inc. Contact Number (☒ Cell ☐ Home ☐ Bus.): 805-794-6396
Primary E-mail: sgriffen@ojaiusd.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.

In my 5 years on the school board, our district has faced many challenges. From declining enrollment, to closing and repurposing a school at the epicenter of the Thomas Fire, to hiring a new superintendent and other changes in our governance team, to protesters and charter petitions, we have seen many changes and challenges in our district. These are events particular to our district and at the same time ubiquitous in our state and county. It is important that CSBA and our legislators hear from those who are intimately involved in these types of challenges. Graduating with a MA in Education in 2020, I look forward to using my education and experiences to advocate for all of our students at the state level.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Before becoming a school board member, I spent much of my time volunteering at my childrens' schools, as well as at church, sitting on our governing board there. I was also an executive board member of the Ojai Valley Library Friends and Foundation for 10 years. Now, in addition to having been school board president and sitting on district committees, I have been elected VCSBA Treasurer this year.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I see a huge challenge facing districts soon, when we lose our hold harmless status and return to ADA formula funding. Most districts in our area have continued to see declines in enrollment that will lead to large funding drops at the same time that the extra Covid funding is ending. This will lead to difficult budget decisions at the district level at a time when students need extra supports to overcome the continued disruptions to their lives and education due to this pandemic.

As we also add universal TK to our districts, it will be incredibly important that CSBA advocates for full and fair funding and listens to board members about how our funding formulas are impacting our students. We must advocate for a better funding formula than ADA and the only way we will get there is through collective discussions and robust advocacy.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | 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. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. 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, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Darlene A. Bruno Date: 12/30/2021

Name: Darlene Bruno CSBA Region & subregion #: 11-B

District or COE: Hueneme Elementary School District Years on board: 29

Profession: Retired Contact Number (Cell ☒): (805) 312-4185

Primary E-mail: dbruno@hueneme.org

Are you an incumbent Delegate? ☒ Yes ☐ No If yes, year you became Delegate: 2020

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I have 29 years of experience as a board member. I have completed the Masters in Boardsmanship and Masters in Governance programs. I have served on the nominating committee for CSBA, and been a Golden Bell evaluator. I have attended all the Annual Education Conferences. I believe it is our job as board members to give every child the best education suited to them. We need to make education in California equitable, meaningful and exciting for all our students. I sincerely believe "it takes a village" we need to collaborate with a broad spectrum of individuals and groups within our community to bring all the resources we can to benefit our children.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been Board President several times and served as Clerk of the Board several times also. Before and during my time as a board member, I was very active in PTA at the elementary, junior high and high school. I also served on the 12th District PTA executive board. I volunteered on a local Harbor Days board for over 25 years. I have served on the Ventura County School Board as a representative of the Delegate Assembly and as the Newsletter editor.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Full and fair funding is usually our biggest issue, and after the Pandemic I believe it will be again. California is in declining enrollment across the state. When the COVID funds are gone and we have to face the effects of the declining enrollment we will need to have a strong and consistent voice with the State legislators. California children deserve the best education we can possibly give them. With a strong voice, all of us together, we can advocate for the students in our care.

Regional County Delegate & CCBE Board of Directors Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | 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. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than by no later than 11:59 p.m. on January 7, 2022. 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, 2022.

Your signature indicates your consent to have your name placed on the ballot to serve as a CSBA Delegate and as a member of the California County Boards of Education (CCBE), if elected.

Signature: Efrain D. Cazares

Date: 12/29/2021

Name: Efrain D Cazares

CSBA Region & subregion #: 11 / B

District or COE: Ocean View School District

Years on board: 5

Profession: Computer Technician Contact Number (☒ Cell ☐ Home ☐ Bus.): (805)625-3233

Primary E-mail: ecazares@oceanviewsd.org

Are you an incumbent Delegate? ☒ Yes ☐ No If yes, year you became Delegate: 2019

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I know how relevant is the position to serve as a Delegate Assembly, critical link between Board of Directors, Governance Boards, Executive committee, etc. What I consider more relevant for that position is the direct participation on adopting policies where along with others, we provide input to make sure all bylaws reflect the school districts interests and advocating to support the best public education for our children! I have a Diploma on Excellence in customer service from Sears University, served in the Resolutions Committee for CSEA as well as Regional Representative for Region 8; Have experience serving as union Communications Officer and job steward. I am a Organizing Institute graduate(CSEA), like to work on teams, friendly and transparent person and willing to learn!

Please describe your activities and involvement on your local board, community, and/or CSBA.

I had been involved in my community the Ocean View School District for many years; Before I was elected to the Board, I served as parent volunteer on many different educational and sports activities, fundraisings; Just to mention some: School Site Council president and member, DELAC committee, Citizen's Bond Oversight Committee, Garden Committee at Tierra Vista School. I am certified facilitator for Parent Project Co, offering parenting classes for parents in Ventura County who have kids with serious behavior problems. Classes offered through school districts or by the Ventura County Superior Court. I am past president for my church Pastoral Council, served as President, VP for California School Employees Association local chapter; I am CSBA Masters in Governance Graduate(2017) and member of the Knights of Columbus Assembly 3415 in Oxnard. American Red Cross Volunteer, representative at the West Ventura County Business Alliance.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I think one of the biggest challenges the governing boards are facing at this time, is to find the way to get all the education stakeholders to collaborate as a Team, this should include district employees, board members and community with meaningful input and maintain the open mind at all times. CSBA can address that, having the Leadership working together to stablish trust and transparency among its members and those that we represent; this will allow all of us to face any future challenge as one strong body. Because to the Pandemic, now we face an additional challenges; Students, teachers and parents frustrated at all levels trying to resume in-person education, and mainly looking for ways to get the schoolers to re-focus on learning. I think that now more than ever will be our job to develop and support initiatives that help education to land in all kids minds!

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | 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. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. 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, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Daniel Sandoval

Digitally signed by Daniel Sandoval
Date: 2022.01.02 17:18:31 -08'00'

Date: 1/2/2022

Name: Daniel Sandoval

CSBA Region & subregion #: 11-B

District or COE: Santa Paula Unified

Years on board: 1

Profession: Professor/Consultant

Contact Number (☒ Cell ☐ Home ☐ Bus.): (860) 944-6782

Primary E-mail: dasandoval@santapaulausd.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.

Small districts and small counties need to be represented with a strong voice in Sacramento. I have been a life long advocate for the most vulnerable, and currently am working on several projects around the county. I also bring a unique perspective on education, being both an adjunct professor at CSUCI (and seeing how prepared our students are) and a data scientist/consultant (and having a strong grasp on numbers). I have been involved in our school district's issues serving as a LCAP member and then on the board since returning back to my hometown of Santa Paula.

Please describe your activities and involvement on your local board, community, and/or CSBA.

As a board member, I just served as clerk and am part of our district's Budget Advisory Committee. I have been actively engaging stakeholders and using my relationships to further our educational mission including with our teacher and classified unions, local advocacy groups, labor unions and County of Ventura agencies. I was recently on our local library board, the district LCAP committee, the VC Census Counts committee, and currently serve on the Evaluation Committee at the VC Family Justice Center, the Charting Our Course Committee at CSUCI and the VCCF Early Childhood Education initiative.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Currently our biggest, most immediate challenge (besides COVID) is enrollment and absenteeism. Many of us are facing higher absentee rates this year, and with declining enrollment we are facing a one-two punch. Supporting legislation like SB 830 or SB 579 that would smooth out these two effects on funding would go a long way towards keeping district financing on a more predictable footing.

DANIEL A. SANDOVAL, PH.D.

CURRENT WORK EXPERIENCE	Business Consultant 2015-Present <i>Cordata Partners, Santa Paula, CA</i> Independent contractor for various businesses providing analytical consulting, business intelligence solutions, and general software support. Performed advanced data analytics and developed complete data solutions in a wide variety of industries.
	Adjunct Professor January 2020 to present <i>California State University, Channel Islands, Camarillo, CA</i> Teaching Statistics, Research Methods, and Popular Culture for classes of up to thirty-five undergraduates. Responsible for creating all lectures, assignments, and exams.
	Adjunct Professor August 2019 to present <i>California Lutheran University, Thousand Oaks, CA</i> Teaching Introduction to Sociology and Popular Culture for classes of up to thirty undergraduates. Responsible for creating all lectures, assignments, and exams.
EDUCATION	Ph.D., Development Sociology January, 2004 Cornell University, Ithaca, NY
	M.S., Development Sociology January, 2000 Cornell University, Ithaca, NY
	B.S., Engineering and Applied Science with Honors June, 1993 California Institute of Technology, Pasadena, CA
PROFESSIONAL & COMMUNITY SERVICE	Chart Our Course Planning Committee, CSUCI 2020-present
	Trustee, Santa Paula Unified School District (SPUSD) 2020-present
	Evaluation and ROI Committee, Family Justice Center, Ventura County District Attorney's Office 2017-present
	Fall/Spring COVID Planning Taskforce, CSUCI 2020-2021
	Ventura County 2020 Census Complete Count Committee 2019-2020
	Trustee, Blanchard Community Library, Santa Paula, CA 2018-2020
	Local Control and Accountability Plan Committee Member, SPUSD 2019-2020
	Treasurer, First Christian Church, Santa Paula, CA 2017-2020

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 15, 2022

SUBJECT: VII.1. MONTHLY CASH FLOW REPORT

INFORMATION

ISSUE: Shall the Board receive and review a status report on District's actual and projected cash flow as of January 31st of the 2021-22 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

[illegible]

Oak Park Unified 56-73874-0000000	Cashflow Report 2021-22 1ST INTERIM BUDGET as of 01/31/2022 Base Year 2021-22; Actuals Through the Month of January	Fund 01
--------------------------------------	---	---------

	Object Range	Budget/Beg. Balance	2022 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	7,641,076	—	—	—	—	(1,444,948)	—	6,052,527	
Due From Other Funds	9310	51,666	30,000	30,000	12,956	—	—	—	154,622	
Stores	9320	0	—	—	—	—	—	—	—	
Prepaid Expenditures	9330	(89,700)	—	—	—	2,000	—	—	(89,700)	
Other Current Assets	9340	0	—	—	—	—	—	—	—	
Deferred Outflows of Resources	9490	0	—	—	—	—	—	—	—	
SUBTOTAL		7,605,041	30,000	30,000	12,956	2,000	(1,444,948)	—	6,117,449	
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599	3,979,585	339,478	176,922	300,782	(798,249)	(492,930)	—	1,371,237	
Due To Other Funds	9610	459,763	—	—	—	1,786,211	—	—	2,265,974	
Current Loans	9640	5,910,000	—	1,330,000	—	—	—	—	5,910,000	
Unearned Revenues	9650	289,685	—	—	—	—	—	—	289,685	
Deferred Inflows of Resources	9690	0	—	—	—	—	—	—	—	
SUBTOTAL		10,639,033	339,478	1,506,922	300,782	987,962	(492,930)	—	9,836,897	
Nonoperating										
Suspense Clearing	9910	0	—	—	—	—	—	—	—	
TOTAL BALANCE SHEET ITEMS		(3,033,992)	(309,478)	(1,476,922)	(287,825)	(985,962)	(952,018)	—	(3,719,448)	
E. NET INCREASE/DECREASE (B - C + D)										
		(2,872,773)	149,891	634,985	(2,807,747)	3,108,405	(77,457)	—	(2,143,620)	
F. ENDING CASH (A + E)										
			4,018,133	4,653,118	1,845,371	4,953,776	—	—	—	
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										
									4,876,319	

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 15, 2022

SUBJECT: VII.2. 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 January 31, 2022?

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			-
1MS - Plan Svc	155,160	155,160	-
1MS - Prgm Mgmt Salary (3) (4)	1,281,190	1,287,002	237,128
1MS - Plan Services (1) (3) (4)	120,221	101,952	17,448
1MS.- Equip & SuppleExp (1) (4)	251,050	225,392	652
1MS - CM Services	474,563	389,693	-
	2,282,184	2,159,199	255,228
Brookside Elementary School			-
BES - Security Fencing	58,490	58,490	-
BES - Mod	10,000	10,000	-
BES - 17-47S (1) (3) (4)	1,390,256	1,285,364	-
BES - HVAC System Upgrade, BLDG 200 & 300	3,400	3,400	-
BES - Architectrual Services (1) (2) (3)	3,648,750	328,652	-
BES - 19-28S	11,200	11,200	-
BES - 19-30S	25,034	25,034	-
BES - 20-17S (1)	47,783	46,099	-
BES - 20-16S (1) (3)	47,200	47,200	-
	5,242,112	1,815,438	-
District Office			-
DO - 19-17S (1) (3)	74,060	39,160	4,843
DO - Fencing	12,416	12,416	-
	86,476	51,576	4,843
District Wide			-
DW - Badges	9,586	9,586	-
DW - Solar Prj	7,120,121	7,120,121	-
DW - Camera Prj	374,597	374,597	-
DW - Landscp Impr	19,000	19,000	-
DW - Security	14,669	14,669	-
DW - Furniture	184,588	184,588	-
DW - Furniture & Equip.	12,319	12,319	-
DW - 18-33S (1) (3)	256,055	183,157	12,121
DW - 19-08S (1) (2)	34,203	34,203	-
DW - Collab Furn	200,000	195,708	335
DW - King James Court	15,700	15,700	-
DW - 19-31S	45,367	45,367	-
DW - 20-04S (1) (3)	102,376	66,573	35,803
DW - 20-10S	61,034	61,034	-
DW - 20-21S (1) (3)	107,636	106,359	0
DW - 20-23S (1) (3) (4)	354,420	191,120	132,868
	8,911,671	8,634,100	181,127
Medea Creek Middle School			-
MCMS - Roof Replacement	60,316	60,316	-
MCMS - HVAC	331,787	331,787	-
MCMS - Mod	10,000	10,000	-
MCMS - 17-35S (2) (3)	1,506,394	1,586,591	3,377
MCMS - Fencing	42,630	42,630	-
MCMS - Sidewalk and Handrail Installation, Buildin	26,937	26,937	-
MCMS - 18-21S (1) (2) (3)	5,464,053	5,037,659	135,072
MCMS - MPR Roof Replacement	160,135	165,457	-
MCMS - Library	3,500	3,500	-



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
MCMS - Add/Improve Counseling Office	32,109	35,459	-
MCMS - Safety/Security Gates @ MCMS	89,827	89,827	-
MCMS - ORCA Food Waste Recycling Pilot Program	61,844	45,633	19,307
MCMS - EV Charging Station	17,794	17,794	-
MCMS - Trellis Removal	75,609	75,609	-
MCMS - Shade Sails	60,845	60,845	-
MCMS - 20-12S (1) (4)	20,707	20,707	-
MCMS - 21-02S	14,900	14,900	-
	7,979,388	7,625,651	157,756
Oak Hills Elementary School			-
OHES - HVAC Replacement	139,837	133,652	-
OHES - Mod	15,000	15,000	-
OHES - Fence	48,845	48,845	-
OHES - 19-09S/18-19S (1) (2)	468,217	215,220	-
OHES-Drainage at clsrooms 8-11	12,400	12,400	-
OHES - Running Track	29,555	29,555	-
OHES - Safety & Security Fencing (3)	135,042	120,517	174
OHES - K FLRS	19,223	19,223	-
OHES - 19-29S	11,732	11,732	-
OHES - 20-03S (1)	65,156	65,156	-
	945,006	671,300	174
Oak Park High School			-
OPHS - Security Lighting at Cul De Sac	283,134	283,134	-
OPHS - Roof Replacement	54,705	54,705	-
OPHS - HVAC Replacement	97,230	97,230	-
OPHS - Fence	198,834	139,864	-
OPHS - Lighting	24,891	-	-
OPHS - Football Field Fencing	56,370	56,370	-
OPHS - Fencing Girls Varsity Softball Field	42,885	42,855	-
OPHS - Fence 2018	52,800	62,010	-
OPHS - Stadium	23,450	23,450	-
OPHS - Stairs & Walk at Athl Facilities	122,083	122,083	-
OPHS - 19-19S (1)	235,127	233,548	1,592
OPHS - 19-23S	44,084	44,084	-
OPHS - 19-27S	19,655	19,655	-
OPHS - 20-05S	20,052	20,052	-
OPHS - 20-22S (1) (4)	25,756	25,756	-
OPHS - 21-01S (3)	1,118,397	1,100,604	2,044
	2,419,453	2,325,401	3,636
Oak View High School			-
OVHS - 19-26S (1) (4)	176,514	164,514	-
	176,514	164,514	-
Red Oak Elementary School			-
ROES - Mod	10,000	10,000	-
ROES - Fence	3,860	3,860	-
ROES - 18-20S (1) (3)	6,748,109	503,094	-
ROES - MPR Structural Repairs	34,408	34,408	-
ROES - Safety & Security Fencing	130,400	130,400	-
ROES - Safety Security Fencing	75,873	69,615	-
ROES - 20-11S (1)	90,639	90,639	-



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
ROES - 20-13S	17,601	18,265	-
ROES - 20-14S	49,125	49,125	-
ROES - 20-15S (1)	44,065	44,065	-
ROES - 20-18S (1) (3)	105,853	50,519	39,474
	7,309,932	1,003,991	39,474
TECH			-
TEC - SMRT Pilot	36,532	48,120	-
TEC - Network File Server Refresh	125,000	124,500	-
TEC - Purchase Staff Computers & Spare Device	55,000	37,272	-
TEC - Chromebook 1-to-1 Take Home Pilot	341,257	210,136	7,978
TEC - Chromebooks BES	17,206	17,206	-
TEC - Library Computer Lab Refresh MCMS	47,000	37,106	-
TEC - 3D Printer	31,500	26,882	-
TEC - Chromebook Ref	250,000	209,943	-
TEC - Flat Panel Displays @ MCMS & OPHS	36,100	31,124	-
TEC - Art Class COW Laptops MCMS	18,981	18,981	-
TEC - VR Workstation Pilot	6,000	5,148	-
TEC - Ipad Refresh of K-2 Totes	325,000	302,138	-
TEC - iMacs for Tech Lab MCMS	10,000	8,052	11,948
TEC - Replacement Smartboard Prjctrs	24,000	21,081	1,367
TEC - 19-04S	50,000	53,415	-
TEC - Smartboard Rplcmnt at OHES	81,229	81,229	-
TEC - Chromebook 1:1 Grades 5-12 (1) (3)	854,877	732,904	93,263
TEC - Ipad Air Refresh Part-2	251,335	251,335	-
TEC - 19-24S	38,029	38,029	-
TEC 20-01S (1)	20,451	8,576	11,875
TEC 20-02S	15,000	-	-
TEC 20-08S (1)	34,544	34,544	-
TEC 20-09S (1)	285,524	285,524	-
TEC 20-19S (1)	226,985	207,402	19,671
TEC 20-20S (1)	361,738	361,738	-
TEC 20-24S (1)	69,534	69,534	-
TEC 20-25S (1) (3)	33,030	795	32,235
TEC 20-26S (3)	95,000	79,214	15,786
TEC 21-03S (1) (3)	74,146	-	74,146
TEC 21-05S (1)	209,356	209,356	-
TEC 21-04S (3)	23,000	-	23,000
	4,047,354	3,511,283	291,268
Totals	39,400,090	27,962,453	933,504

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 15, 2022

SUBJECT: VII.3. MONTHLY GENERAL FUND BUDGET REPORT

INFORMATION

ISSUE: Shall the Board receive and review a status report on District's General Fund operating budget through January 31st of the 2021-22 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 2021/22 Through January 2022					
Object	Description	Adopted Budget	Revised Budget		Revenue	Balance	% Rec'd
REVENUE DETAIL							
LCFF Revenue Sources							
8011-8019	LCFF State Aid	28,455,009.00	28,268,410.00		15,141,320.00	13,127,090.00	53.56%
8020-8079	Property Taxes	12,344,848.00	12,539,926.00		7,721,214.07	4,818,711.93	61.57%
	Total LCFF Revenue Sources	40,799,857.00	40,808,336.00		22,862,534.07	17,945,801.93	56.02%
Federal Revenues							
8100-8299	Federal Revenues	1,047,038.00	1,621,149.00		159,659.19	1,461,489.81	9.85%
Other State Revenues							
8300-8599	Other State Revenues	3,676,130.00	2,993,126.00		2,445,350.08	547,775.92	81.70%
Other Local Revenue							
8600-8799	Other Local Revenues	3,559,306.00	4,551,083.00		2,577,623.83	1,973,459.17	56.64%
	Total Year To Date Revenues	49,082,331.00	49,973,694.00		28,045,167.17	21,928,526.83	56.12%
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
EXPENDITURE DETAIL							
Certificated Salaries							
1100-1199	Certificated Teacher Salaries	18,733,533.00	18,683,538.00	6,978,374.15	11,088,119.76	617,044.09	59.35%
1160	Certificated Salaries Stipends	363,777.00	508,009.00	139,180.84	192,038.74	176,789.42	37.80%
1200	Certificated Pupil Support Salaries	1,933,161.00	1,927,402.00	750,554.85	1,134,950.10	41,897.05	58.88%
1260	Counselor Stipend	10,000.00	10,500.00	250.00	250.00	10,000.00	2.38%
1300	Certificated Supervisors' & Administrators' Salaries	2,289,350.00	2,252,338.00	940,396.65	1,320,087.88	8,146.53-	58.61%
	Total Certificated Salaries	23,329,821.00	23,381,787.00	8,808,756.49	13,735,446.48	837,584.03	58.74%
Classified Salaries							
2100	Classified Instructional Salaries	2,725,271.00	2,805,379.00	999,194.34	1,592,748.45	213,436.21	56.77%
2200	Classified Support Salaries	1,873,291.00	1,959,871.00	719,447.52	1,159,152.17	81,271.31	59.14%
2300	Classified Supervisors' & Administrators' Salaries	357,391.00	362,242.00	150,933.70	211,307.18	1.12	58.33%
2400	Clerical, Technical, & Office Staff Salaries	1,983,156.00	2,054,538.00	844,517.51	1,170,040.78	39,979.71	56.95%
2900	Other Classified Salaries	711,278.00	860,656.00	255,517.24	477,281.97	127,856.79	55.46%
	Total Classified Salaries	7,650,387.00	8,042,686.00	2,969,610.31	4,610,530.55	462,545.14	57.33%
Employee Benefits							
3100	State Teachers' Retirement System	3,852,851.00	3,934,155.00	1,478,892.38	2,265,346.03	189,916.59	57.58%
3200	Public Employees' Retirement System	1,296,835.00	1,249,430.00	513,036.92	701,596.85	34,796.23	56.15%
3400	Health & Welfare Benefits	4,596,961.00	4,686,349.00	1,846,562.65	2,808,151.23	31,635.12	59.92%
3300-3900	All Other Statutory Costs	1,682,191.00	1,484,013.00	555,383.25	865,674.49	62,955.26	58.33%
	Total Employee Benefits	11,428,838.00	11,353,947.00	4,393,875.20	6,640,768.60	319,303.20	58.49%
Books and Supplies							
4100	Approved Textbooks and Core Curricula Materials	442,681.00	538,610.00	2,856.96	531,350.09	4,402.95	98.65%
4200	Other Books and Reference Material	48,701.00	104,639.00	15,832.09	62,884.32	25,922.59	60.10%
4300	Materials & Supplies	937,736.00	1,052,519.00	251,165.01	478,873.60	322,480.39	45.50%
4400	Noncapitalized Equipment	438,549.00	511,625.00	1,242.18	520,869.90	10,487.08-	101.81%
	Total Books and Supplies	1,867,667.00	2,207,393.00	271,096.24	1,593,977.91	342,318.85	72.21%
Services and Other Operating Expenditures							
5200	Travel and Conference	116,098.00	121,755.00	15,515.93	21,414.95	84,824.12	17.59%
5300	Dues and Memberships	43,893.00	49,685.00	416.16	47,529.75	1,739.09	95.66%
5400	Insurance	591,180.00	593,477.00	274,910.00	318,567.00	.00	53.68%

5500	Operations & Housekeeping Services	646,064.00	646,064.00	240,702.99	286,289.40	119,071.61	44.31%
5600	Rentals, Leases, Repairs, & Noncapitalized Improvements	446,755.00	435,667.00	119,312.65	303,990.21	12,364.14	69.78%
5700	Transfers of Direct Costs	.00	.00	.00	.00	.00	0.00%
5800	Professional/Consulting Services & Operating Expenditures	1,789,774.00	2,366,753.00	931,968.85	1,096,977.55	337,806.60	46.35%
5899	Legal Fees	182,000.00	227,003.00	139,821.83	19,616.49	67,564.68	8.64%
5900	Telephone and Communications	130,733.00	135,493.00	23,969.30	18,994.27	92,529.43	14.02%
	Total Services and Other Operating Expenditures	3,946,497.00	4,575,897.00	1,746,617.71	2,113,379.62	715,899.67	46.19%
Capital Outlay							
6000	Capital Outlay	.00	5,760.00	10,495.75	11,133.24	15,868.99-	193.29%
Tuition							
7100	Tuition	387,368.00	387,368.00	334,665.00	26,309.00	26,394.00	6.79%
Transfers of Indirect/direct Support costs							
7350	Direct Support/Indirect Costs	147,020.00-	200,434.00-	.00	.00	200,434.00-	0.00%
Debt Service							
7438	Debt Service - Interest	8,771.00	6,643.00	3,321.24	3,321.24	.52	50.00%
7439	Debt Service - Principal	49,300.00	51,428.00	25,714.40	25,714.40	.80-	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	48,521,629.00	49,812,475.00	18,564,152.34	28,760,581.04	2,487,741.62	57.74%

		Budget		Actuals To Date			
Object	Description	Adopted	Revised	Encumbrance	Actual	Budget Balance	% of Budget
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
	A. Revenues	49,082,331.00	49,973,694.00		28,045,167.17	21,928,526.83	56.12%
	B. Expenditures	48,521,629.00	49,812,475.00	18,564,152.34	28,760,581.04	2,487,741.62	57.74%
	C. Subtotal (Revenues LESS Expense)	560,702.00	161,219.00		715,413.87-	19,440,785.21	
	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	560,702.00	161,219.00		715,413.87-	19,440,785.21	
	F. Fund Balance						
	Beginning Balance (9791)	2,398,960.00	3,985,948.00		3,985,946.97		
	Audit Adjustments (9793)	.00	.00		.00		
	Audit Adjustments (9793)	.00	.00		.00		
	Adjusted Beginning Balance	2,398,960.00	3,985,948.00		3,985,946.97		
	G. Calculated Ending Balance	2,959,662.00	4,147,167.00		3,270,533.10		
	*Components of Ending Fund Balance						
	Legally Restricted (9740)						
	Other Designations (9780)						
	Undesig/Unapprop (9790)	2,959,662.00	4,147,167.00				
	Other				18,564,152.34		

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: FEBRUARY 15, 2022

SUBJECT: VII.4. MONTH 4 & 5 ENROLLMENT AND ATTENDANCE REPORT
INFORMATION

ISSUE: Shall the Board receive and review a status report on District enrollment and attendance through Month 4 and 5 of the 2021-2022 school year?

BACKGROUND: As student enrollment and attendance plays a key role in determining General Fund revenues, staffing, and expense, it is critical that the Board and Administration carefully monitor these factors in assessing both appropriate student support and the District's financial position. Accordingly, staff has prepared the following enrollment and attendance information through the end of the most recent reporting period to assist in this review.

FISCAL IMPACT: None. Information only.

RECOMMENDATION: None. Information only.

Prepared by: Julie Townsend, Senior Accountant
Byron Jones, Director of Fiscal Services

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

Month 4: November 1, 2021 - November 26, 2021				YTD: August 9, 2021 - November 26, 2021			
	Enrollment Comparison	ADA Comparison	ADA% Comparison		Enrollment Comparison	ADA Comparison	ADA% Comparison
	2021-22	2021-22	2021-22		2021-22	2021-22	2021-22
BES				BES			
K	95.00	88.93	93.61%	K	95.00	88.23	92.87%
1	101.00	96.00	95.05%	1	101.00	92.36	91.45%
2	73.00	69.36	95.01%	2	73.00	68.16	93.37%
3	82.00	78.64	95.90%	3	82.00	77.84	94.93%
4	104.00	100.64	96.77%	4	104.00	98.89	95.09%
5	90.00	86.86	96.51%	5	90.00	85.63	95.14%
SDC			0.00%	SDC			0.00%
Total	545.00	520.43	95.49%	Total	545.00	511.11	93.78%
OHES				OHES			
K	99.00	95.28	96.24%	K	99.00	91.22	92.14%
1	76.00	72.00	94.74%	1	76.00	74.06	97.45%
2	62.00	59.43	95.85%	2	62.00	59.71	96.31%
3	76.00	73.71	96.99%	3	76.00	73.96	97.32%
4	72.00	71.64	99.50%	4	72.00	71.79	99.71%
5	84.00	82.14	97.79%	5	84.00	80.96	96.38%
SDC			0.00%	SDC			0.00%
Total	469.00	454.20	96.84%	Total	469.00	451.70	96.31%
ROES				ROES			
K	104.00	99.43	95.61%	K	104.00	100.33	96.47%
1	82.00	78.00	95.12%	1	82.00	78.71	95.99%
2	99.00	93.71	94.66%	2	99.00	96.74	97.72%
3	108.00	106.43	98.55%	3	108.00	106.80	98.89%
4	95.00	90.07	94.81%	4	95.00	91.37	96.18%
5	87.00	86.29	99.18%	5	87.00	85.66	98.46%
SDC			0.00%	SDC			0.00%
Total	575.00	553.93	96.34%	Total	575.00	559.61	97.32%
MCMS				MCMS			
6	355.00	342.71	96.54%	6	355.00	344.38	97.01%
7	317.00	307.71	97.07%	7	317.00	309.32	97.58%
8	360.00	347.43	96.51%	8	360.00	349.13	96.98%
SDC			0.00%	SDC			0.00%
Total	1,032.00	997.85	96.69%	Total	1032.00	1,002.83	97.17%
OPHS				OPHS			
9	378.00	366.29	96.90%	9	378.00	369.23	97.68%
10	373.00	360.43	96.63%	10	373.00	363.11	97.35%
11	344.00	323.00	93.90%	11	344.00	328.77	95.57%
12	376.00	354.00	94.15%	12	376.00	356.93	94.93%
SDC			0.00%	SDC			0.00%
Total	1,471.00	1403.72	95.43%	Total	1471.00	1418.04	96.40%
OVHS				OVHS			
Total	36.00	32.07	89.08%	Total	38.00	27.29	71.82%
OPIS				OPIS			
Total	235.00	232.15	98.79%	Total	235.00	225.47	95.94%
Other**				Other***			
Total	1.00	0.36	36.00%	Total	1.00	0.71	71.43%
Total	4,364.00	4,194.71	96.12%	Total	4,366.00	4,196.76	96.12%

Month 5: November 29, 2021 - December 24, 2021				YTD: August 9, 2021 - December 24, 2021			
	Enrollment Comparison	ADA Comparison	ADA% Comparison		Enrollment Comparison	ADA Comparison	ADA% Comparison
	2021-22	2021-22	2021-22		2021-22	2021-22	2021-22
BES				BES			
K	95.00	87.28	91.87%	K	95.00	88.08	92.72%
1	102.00	95.28	93.41%	1	102.00	93.01	91.19%
2	73.00	68.00	93.15%	2	73.00	68.12	93.32%
3	82.00	77.72	94.78%	3	82.00	77.86	94.95%
4	106.00	99.28	93.66%	4	106.00	98.97	93.37%
5	89.00	86.28	96.94%	5	89.00	85.82	96.43%
SDC			0.00%	SDC			0.00%
Total	547.00	513.84	93.94%	Total	547.00	511.86	93.58%
OHES				OHES			
K	97.00	89.72	92.49%	K	97.00	90.92	93.73%
1	76.00	72.89	95.91%	1	76.00	73.84	97.16%
2	62.00	59.78	96.42%	2	62.00	59.73	96.34%
3	76.00	72.50	95.39%	3	76.00	73.69	96.96%
4	72.00	68.67	95.38%	4	72.00	71.18	98.86%
5	84.00	80.56	95.90%	5	84.00	80.89	96.30%
SDC			0.00%	SDC			0.00%
Total	467.00	444.12	95.10%	Total	467.00	450.25	96.41%
ROES				ROES			
K	103.00	96.95	94.13%	K	103.00	99.65	96.75%
1	82.00	78.33	95.52%	1	82.00	78.66	95.93%
2	96.00	92.83	96.70%	2	96.00	95.94	99.94%
3	108.00	102.78	95.17%	3	108.00	105.98	98.13%
4	95.00	87.78	92.40%	4	95.00	90.72	95.49%
5	87.00	83.17	95.60%	5	87.00	85.15	97.87%
SDC			0.00%	SDC			0.00%
Total	571.00	541.84	94.89%	Total	571.00	556.10	97.39%
MCMS				MCMS			
6	354.00	340.44	96.17%	6	354.00	343.64	97.07%
7	314.00	300.06	95.56%	7	314.00	307.67	97.98%
8	358.00	345.67	96.56%	8	358.00	348.49	97.34%
SDC			0.00%	SDC			0.00%
Total	1,026.00	986.17	96.12%	Total	1026.00	999.80	97.45%
OPHS				OPHS			
9	376.00	367.94	97.86%	9	376.00	368.97	98.13%
10	370.00	358.39	96.86%	10	370.00	362.31	97.92%
11	343.00	627.50	182.94%	11	343.00	328.58	95.80%
12	376.00	353.72	94.07%	12	376.00	356.28	94.76%
SDC			0.00%	SDC			0.00%
Total	1,465.00	1707.55	116.56%	Total	1465.00	1416.14	96.66%
OVHS				OVHS			
Total	36.00	33.31	92.53%	Total	38.00	28.59	75.24%
OPIS				OPIS			
Total	214.00	230.66	107.79%	Total	214.00	228.41	106.73%
Other**				Other***			
Total	0.00	0.00	0.00%	Total	0.00	0.00	0.00%
Total	4,326.00	4,457.49	103.04%	Total	4,328.00	4,191.15	96.84%