

OAK PARK UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
AGENDA #1061

**DATE:** May 17, 2022

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

Members of the public will have the right to observe the meeting in person and on [www.opusd.org/livestream](http://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**

5/13/2022

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](mailto:raggarwal@opusd.org)

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

The 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 or watch it at: [www.opusd.org/livestream](http://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 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](http://www.opusd.org/PublicComments). If you wish to make a comment regarding a matter on the agenda or within the board's jurisdiction, please submit your comment via the form accessed by the above link before 6:00 p.m. on May 17, 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. Please note since the meetings are held in person the online comment form is not a required by law to be offered, but is being offered by the Board as an courtesy to members of the public who are unable to attend the meeting in-person to submit a comment.

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, June 14, 2022**

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

**AGENDA IS POSTED AT SCHOOL OFFICE & THE WEBSITE: [www.oakparkusd.org/Page/10840](http://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.*

5/13/2022

**OAK PARK UNIFIED SCHOOL DISTRICT  
AGENDA – REGULAR BOARD MEETING #1061  
May 17, 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](http://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 PERFORMANCE EVALUATION**

Title: Superintendent

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

**C. PUBLIC EMPLOYEE EMPLOYMENT :** Campus Supervisors, Student Services Assistant III, Walk-on-Coach, Guest Teachers, Secondary Teacher, Special Education Teacher, Secondary Counselor.

**D. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): four cases

**E. 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. Presentation of Partners in Education Award to Vicki Hall, Katie Marcon, Tina Kadner, Bing X Liu, and Beth Zeolla
2. Remarks from Board Members
3. Remarks from Superintendent
4. Update on Equity and Access of Secondary Math Courses
5. Annual Report from Diversity and Equity Task Force
6. 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 April 19, 2022, and Special Board Meetings held on May 9, and May 10, 2022](#)**

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

**b. [Approve Public Employee/Employment Changes 01CL253962-01CL253990 & 01CE11567-01CE11636](#)**

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

**c. [Ratify Purchase Orders – April 1 – April 30, 2022](#)**

*Board Policy 3300 requires Board approval of Purchase Orders.*

**d. [Accept 2021-2022 Second Period Attendance Report](#)**

*Education Code 41601 requires Board approval of District's ADA for all full school months during the period between July 1 and April 15 Inclusive.*

**e. [Approve Overnight Trip for Oak Park High School ASB to Attend Summer Retreat at Pacific Palisades, CA - August 6-7, 2022](#)**

*Board Policy 6153 requires Board approval for student overnight trips.*

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

*Education Code 60510 requires Board approval is to dispose of obsolete or surplus instructional materials*

### **ACTION**

#### **2. CURRICULUM AND INSTRUCTION**

**a. [Review and Consider Approval of the New 3-Year District Technology Master Plan for 2022-2025](#)**

*Board Policy 0440 requires board approval of a three-year updated technology plan*

**b. [Approve 2022-2023 School Handbooks/Discipline Plans](#)**

*Board approval required for changes to school handbook/discipline plan (except for Oak Park High School, which will be brought for approval at the June meeting)*

**c. [Approve 2021-22 School Plans for Student Achievement](#)**

*Education Code 64001 requires Board approval for School Plans for Student Achievement*

**d. [Approve Instructional Materials for Music Appreciation CP Course at Oak Park Independent School](#)**

*Board Policy 6161.1 requires Board approval for adoption of instructional materials.*

e. **Review and Discuss the Draft Local Control and Accountability Plan (LCAP)**

*Staff will share the draft LCAP*

f. **Approve Addendum to 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*

**3. BUSINESS SERVICES**

a. **Accept Oak Park Citizens' Oversight Committee 2021 Annual Report for Bond Measures S**

*Education Code 15278 requires the establishment of a Board appointed citizens' oversight committee to review and inform the public concerning the expenditure of bond revenues*

b. **Approve Amendment to Agreement for Program/Construction Management Services with Balfour Beatty Construction, Inc.**

*Board policy 3312 requires Board approval for contract for services*

c. **Discussion Benefits of BluePoint Alert Solutions', Rapid Emergency Response System Installation Districtwide**

*BluePoint Alert Solutions provide a Rapid Emergency Response System for a multitude of markets, including education. Like a fire alarm, the BluePoint System is activated by either a "Police" or "Medical" pull station or mobile pendant device which immediately notifies the appropriate emergency responder to a targeted location.*

d. **Approve Renewal of Agreement with Developing Outdoors for General Staffing Services for the Extended Care Program for 2022-2023**

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

e. **Authorize Measure S Project 22-04S, Smartboard Replacement Program**

*Board approval required for projects funded by Measure S Bond*

f. **Award Contract for Inspector of Record Services for Measure S Project 20-18 S Renovate Exteriors of Buildings B and C at Red Oak Elementary School**

*Board policy 3312 requires Board approval for contract for services*

g. **Authorize Measure S Project 22-03S, DSA Certification of Portables Districtwide and Approve Inspector of Record Services Contract**

*Board policy 3312 requires Board approval for contract for services*

h. **Adopt Resolution #2022-04, Participation in CSBA California School Cash Reserve Program**

*Board Policy 3470 authorizes the district to issue Tax and Revenue Anticipation Notes (TRANS) on its own behalf pursuant to the Board adoption of the TRAN resolution*

i. **Review and Discuss 2022-2023 Enrollment Projections**

*Board will receive information from staff regarding the projected enrollment for the 2022-2023 school year*

**4. HUMAN RESOURCES**

a. **Public Hearing and Approval of the District's Initial Proposal for Collective Bargaining Negotiations with Oak Park Teachers Association**

*Board Policy 4143.1/4243.1 and Government Code 3547 requires public disclosure of all initial contract proposals between the District and the employee organizations*

b. **Approve Revised Salary Schedule Placement for the Classified Position of Site Leaders and Assistant Site Leaders for the Extended Care Program**

*Board Approval Required for Revising the Salary Schedule Placement for a Classified Position*

c. **Approve Job Description for Instructional Assistant III – Innovation Lab Specialist**

*Board Policy 4111/4211/4311 requires staff to review the job description for a position to ensure that it accurately describes the major functions and duties of the position when a potential vacancy occurs.*

## **5. BOARD**

- a. [Approve Resolution #2022-05 Ordering a Regular Governing Board Member Election, Ordering Consolidation with other Elections and Constituting “Specification of the Election Order” to be held on November 8, 2022](#)

*Election Code Section 1302(b) and Education Code Section 5340 require a consolidated election to be held for Governing Board Members whose terms expire on the second Friday in December*

## **6. BOARD POLICIES**

- a. [Approve Amendment to Exhibit 1330 – Use of School Facilities](#)

*Exhibit updated to reflect the revised facility use fee schedule*

- b. [Approve Amendment to Administrative Regulation 3280 – Sale, Lease, Rental of District-Owned Real Property](#)

*Regulation updated to align with changes to Law as recommended by the District’s Legal Counsel*

- c. [Approve Amendment to Administrative Regulation 3311 – Bids](#)

*Regulation updated to align with changes to Law as recommended by the District’s Legal Counsel*

- d. [Approve Amendment to Administrative Regulation 3311.1 – Uniform Public Construction Cost Accounting Procedures \(CUPCCAA\)](#)

*Regulation updated to align with changes to Law as recommended by the District’s Legal Counsel*

- e. [Approve Amendment to Administrative Regulation 7211 – Developer Fees](#)

*Regulation updated to align with changes to Law as recommended by the District’s Legal Counsel*

## **VII. INFORMATION ITEMS**

1. [Monthly Cash Flow Report](#)
2. [Monthly Measure S Status Report](#)
3. [Monthly General Fund Budget Report](#)

## **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 REGULAR BOARD MEETING      4-19-2022      #1058**  
**BOARD OF EDUCATION**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mr. Drew Hazelton, called the regular meeting to order at 4:15 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

Board Member, Soyon Hardy joined the meeting via video conference from 6005 Alexandra Ct., Oak Park, CA 91377

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 Soyon Hardy, Member

**STAFF PRESENT**

Jay Fernow, Legal Counsel and Mrs. Ragini Aggarwal, Executive Assistant and Communications Coordinator.

**BOARD ABSENT**

None

**PUBLIC COMMENTS**

None

**III. ADJOURN TO CLOSED SESSION**

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

**A. STUDENT GRADE CHANGE APPEAL**

Pursuant to Education Code 35146 and 49070  
Pupil #01

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

**C. PUBLIC EMPLOYEE EMPLOYMENT :** Food Services Assistant 1, Walk-on-Coaches, Guest Teachers, Guest Secondary Counselor, Summer School Counselor, Director of Pupil Services

In closed session the Board only discussed item III.A. Student Grade Change Appeal, invited staff member and their OPTA representative and the parent who requested the grade appeal were invited to attend and provide their testimony to the Board in the closed session.

The Board adjourned to Closed Session at 4:17 p.m.

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mr. Drew Hazelton, called the regular meeting to order at 6:22 p.m.

## **BOARD PRESENT**

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

## **BOARD ABSENT**

Student, Board Member, Nikita Manyak

## **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, Mr. Brendan Callahan, Director of Bond Programs, Sustainability, Maintenance & Operations, Mr. Enoch Kwok, Director of Technology, 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 Board heard a student grade change appeal. The parties will be notified of the Board's decision in writing. The Board took no action in the closed session tonight.

## **ADOPTION OF AGENDA**

On motion of Derek Ross, seconded by Soyon Hardy, the Board of Education adopted the agenda as presented except to pull item B.3.a. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

## **PUBLIC SPEAKERS**

There were 3 public comments submitted online on Agenda Item VI.5. and one in-person comment for the same item. The online comments submitted via the online form were read by the Board President at the time the agenda item was called, and the in-person speaker also addressed the board at that time.

## **OPEN COMMUNICATIONS/PRESENTATIONS**

The Board recognized the members of the Oak Park High School Mock Trial Team members and their Coach Dr. Victor Anderson for winning the Ventura County Mock Trial Competition.

## **REPORT FROM BOARD MEMBERS**

Board Member Denise Helfstein hoped that everyone had a relaxing spring break and wished everyone a happy Passover, Easter, Ramadan and Congratulated the OPHS Mock Trial Team. Denise thanked the district for creating and providing free lawn signs to the 5th, 8th and 12th Grade Class of 2022. Denise reported that she attended the OPHS PFA meeting, LCAP student listening session at OPHS, Oak View Field Fay, Safe Kids Task Force, Oak Park MAC meeting, Recycling Drive, Community Engagement Committee meeting, VC Committee on School District Organization, LCAP Community Partner meeting, and the EEAC meeting.

Board Member Soyon Hardy congratulated the Mock Trial team. Soyon reported that Diversity and Equity Task Force, Tech, DELAC, Safety Kids Task Force.

Board Member Tina Wang congratulated the Mock Trial Team. Tina reported that she attended the Diversity and Equity Task Force, GATE DAC Meeting, County's Virtual Celebration of the Cesar Chavez Day, CSBA Webinar on Universal Pre-Kindergarten.

Board Member Derek Ross passed on his comments.

Board Member Drew Hazelton reported that he attended the Recycling Drive which was a huge success and the Measure S Committee.

Superintendent Jeff Davis congratulated the Mock Trial Team and it was that the entire competition was virtual and he expressed his appreciation for the team. Dr. Davis congratulated Mr. Allan Prescott on the Rocketry team that has qualified for the national championship. Dr. Davis reminded everyone about the Walk to School Day tomorrow, April 20<sup>th</sup>.

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

Brad Benioff, Director of Student Support and School Safety provided an update on the current COVID Dashboard and current protocols.

### **DISCUSSION ON EQUITY AND ACCESS OF SECONDARY MATH COURSES**

Three public comments were submitted online and were read aloud by President Drew Hazelton. One speaker spoke in person. Dr. Davis, Mr. McClenahan, Mrs. DaCosta, and Dr. Jay Greenlinger shared the changes that have taken place this year at the middle and high school to address the equity and access to secondary math courses as well as the conversation that they would like to continue to hold with math departments to provide greater access to math courses. The staff summarized the changes that are happening for next year.

The Board recommended that staff review the rationale for the placement criteria, and how it is justified, after comparing to placement criteria of other school districts with similar or better math outcomes and looking at what colleges are looking for in terms of math. The Board also recommended that staff should look at on-ramps for students who want to accelerate and not limit based on diagnostic outcomes happening in 6<sup>th</sup> or 7<sup>th</sup> grade. The Board also requested that staff share why some of these pre-requisites are in place and the data supporting that and how we reconcile our placement policies with a growth mindset and Challenge Success.

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

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

- a. [Approve Minutes of Regular Board Meeting March 15, 2022](#)
- b. [Approve Public Employee/Employment Changes 01CL253933-01CL253961 & 01CE11535-01CE11566](#)
- c. [Ratify Purchase Orders – March 1 – March 31, 2022](#)
- d. [Approve Quarterly Report on Williams Uniform Complaints – April 2022](#)
- e. [Approve Overnight Trip for Oak Park High School Cross Country Camp – July 24-29, 2022 – Mammoth Lakes, CA](#)
- f. [Approve Overnight Trip for Oak Park High School Cheer Camp – July 28-31, 2022 – Santa Barbara, CA](#)

### **B.2. CURRICULUM AND INSTRUCTION**

- a. [Review the 2021-2022 California Healthy Kids Survey Report](#)  
Mr. Brad Benioff shared the results of the Healthy Kids Survey, and the Board held a discussion.
- b. [Approval and Certification of 2021-22 School Bell Schedules and Minimum Instructional Minutes](#)

On motion of Derek Ross, seconded by Tina Wang, the Board of Education approved the Certification of 2021-22 School Bell Schedules and Minimum Instructional Minutes. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

**c. Review and Approve A-G Success Grant Plan**

On motion of Denise Helfstein, seconded by Derek Ross, the Board of Education approved the Approve A-G Success Grant Plan with the recommendation to strike out the fund allocation to 24/7 online tutoring which is covered by the ELO Grant. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

**d. Approve K-5 Next Generation Science Standards Curriculum Adoption**

On motion of Denise Helfstein, seconded by Tina Wang, the Board of Education approved the K-5 Next Generation Science Standards Curriculum Adoption. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

**e. Approve Updated Textbook for CP Economics Course at Oak Park High School**

On motion of Soyon Hardy, seconded by Derek Ross, the Board of Education approved the Updated Textbook for CP Economics Course at Oak Park High School. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

**f. Approve Updated Textbook for CP World History Course at Oak Park High School**

On motion of Tina Wang, seconded by Soyon Hardy, the Board of Education approved the Updated Textbook for CP World History Course at Oak Park High School. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

**g. Approve Amendment to Administrative Regulation 6152.1 Placement in Mathematics Courses and Revised Secondary Math Pathway Charts**

Based on the discussion held at the meeting tonight regarding equity and access to secondary math courses the board approved a subcommittee consisting of two board members Denise Helfstein and Soyon Hardy to review the Administrative Regulation and Placement criteria and work with the staff to better articulate the protocols and pathways and revise the regulation to include communication protocols. The board subcommittee will work with staff and bring a recommendation for revision of the AR to the next Board meeting. On Motion on Soyon Hardy, seconded by Drew Hazelton the, Board approved Denise Helfstein and Soyon Hardy to the subcommittee. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

**h. Approve Oak Park Independent School Mid-Cycle WASC Progress Report**

On motion of Derek Ross, seconded by Tina Wang, the Board of Education approved the Oak Park Independent School Mid-Cycle WASC Progress Report. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

**i. Review and Discuss Local Control and Accountability Plan (LCAP) Survey Data**

Dr. Jay Greenlinger presented the survey results from the LCAP survey. Board recommended looking into ways to improve stakeholder engagement and maybe tailor the questions to the specific stakeholder impacted.

**B.3. BUSINESS SERVICES**

**b. Approve Award of Contract for Measure S Project 20-18 S Renovate Exteriors of Buildings B and C at Red Oak Elementary School**

On motion of Denise Helfstein, seconded by Derek Ross, the Board of Education approved the Award of Contract for Measure S Project 20-18 S Renovate Exteriors of Buildings B and C at Red Oak Elementary School. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

At 10:28 pm on motion of Derek Ross, seconded by Drew Hazelton, the board approved to extend the meeting until 11:30 pm. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

c. **Review and Approve Adoption of the New 3-Year District Technology Master Plan for 2022-2025**

The Board tabled this item for the next meeting.

d. **Accept 2020-21 Annual Audit Reports for Bond Measure S**

On motion of Soyon Hardy, seconded by Drew Hazelton, the Board of Education accepted the 2020-21

Annual Audit Reports for Bond Measure S. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

e. **Approve 1-year renewal agreement with Christy White Associates for Auditing Services for Fiscal Year 2021-22**

On motion of Soyon Hardy, seconded by Drew Hazelton, the Board of Education approved the 1-year renewal agreement with Christy White Associates for Auditing Services for Fiscal Year 2021-22. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

**B.4. HUMAN RESOURCES**

a. **Public Disclosure and Approval of Collective Bargaining Agreement Between the District and Oak Park Teachers Association**

b. **Public Disclosure and Approval of Collective Bargaining Agreement Between the District and Oak Park Classified Association**

c. **Public Disclosure and Approval of Compensation Adjustment for Administrative, Confidential, and Specified Unrepresented Employees**

On motion of Denise Helfstein, seconded by Tina Wang, the Board of Education Items B.4.a through B.4.c in one motion. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

d. **Establish New Classified Service Position Registered Behavior Technician and Approve Associated Job Description and Placement on the Salary Schedule**

On motion of Denise Helfstein, seconded by Tina Wang, the Board of Education established New Classified Service Position Registered Behavior Technician and Approve Associated Job Description and Placement on the Salary Schedule. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

e. **Reclassify and Revise the Title of the Position of College and Career Advisor to College and Career Counselor and Approve Associated Job Description and Placement on the Certificated Salary Schedule**

On motion of Denise Helfstein, seconded by Tina Wang, the Board of Education reclassified and revised the Title of the Position of College and Career Advisor to College and Career Counselor and Approve Associated Job Description and Placement on the Certificated Salary Schedule. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

f. **Establish New Certificated Position Wellness Center Counselor Approve Associated Job Description and Placement on the Salary Schedule**

On motion of Denise Helfstein, seconded by Derek Ross, the Board of Education established the New Certificated Position Wellness Center Counselor Approve Associated Job Description and Placement on the Salary Schedule. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

g. **Establish New Management Position, Assistant Superintendent of Education Services and Approve Associated Job Description and Placement on the Salary Schedule**

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education established the New Management Position, Assistant Superintendent of Education Services and Approve

Associated Job Description and Placement on the Salary Schedule. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

## **5. BOARD**

### **a. Approve 2022 CSBA Delegate Assembly Run-off Ballot Election of Candidates**

On motion of Drew Hazelton, seconded by Soyon Hardy, the Board of Education approved Darlene Bruno for the 2022 CSBA Delegate Assembly Run-off Ballot Election of Candidates. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

### **b. Approve Amendment to Employment Contract with Assistant Superintendent of Human Resources**

Board President orally stated the terms of amendment before board action. The term of the Contract with Assistant Superintendent Stewart McGugan is until June 30, 2023. The Board will be considering extending the term of the contract to June 30, 2025.

On motion of Derek Ross, seconded by Soyon Hardy, the Board of Education approved Amendment to Employment Contract with Assistant Superintendent of Human Resources. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

### **c. Approve Amendment to Employment Contract with Assistant Superintendent of Business Services**

Board President orally stated the terms of amendment before board action. The term of the Contract with Assistant Superintendent Adam Rauch is until June 30, 2023. The Board will be considering extending the term of the contract to June 30, 2025.

On motion of Tina Wang, seconded by Soyon Hardy, the Board of Education approved Amendment to Employment Contract with Assistant Superintendent of Business Services. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

### **d. Approve Amendment to Employment Contract with Superintendent**

Board President orally stated the terms of amendment before board action. The Board of Education will consider for approval an addendum to the Superintendent's employment contract to include a 3.5% salary increase effective July 1, 2021 and reserve the right to provide retirement health benefits up to age 65 for the Superintendent's spouse, only upon the Superintendent's resignation from the District for purposes of retirement. A 3.5% salary increase, effective July 1, 2021 reflects a 3.5% salary increase approved for all District employees.

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education approved Amendment to Employment Contract with the Superintendent. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

## **OPEN DISCUSSION**

The Board discussed the following items that they would like to receive information in the upcoming meetings:

- Revised Board BP/AR Math Placement
- Extensive Timelines for Math Placement Criteria
- Data from comparable districts that our exceeding our CAASPP scores regarding their math pathways
- Following up on the public comments from tonight's meeting regarding math placement
- Preliminary Placement Data from the 6<sup>th</sup> and 7<sup>th</sup> grade math placement tests
- Resuming the Math Task Force and two Board members to be part of the task force
- Universal Pre-K adoption and vertical articulation to 3<sup>rd</sup> Grade.
- Review the 3-year Tech Plan

## **ADJOURNMENT**

On motion of Tina Wang, seconded by Derek Ross, there being no further business before this Board, the regular meeting held on April 19, 2022 is declared adjourned at 10:52 p.m.

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Date

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President of the Board

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Date

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Clerk or Secretary of the Board

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

**5-9-2022 #1059**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mr. Drew Hazelton, called the special meeting to order at 6:17 p.m. at Oak Park Unified School District, Conference Room, 5801 Conifer Street, 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**

Student Board Member, Nikita Manyak

**STAFF PRESENT**

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

**FLAG SALUTE**

Drew Hazelton led the Pledge of Allegiance to the Flag.

**ADOPTION OF AGENDA**

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

**PUBLIC COMMENTS**

None

**A. OPEN SESSION**

**1. [Approve Out of State Trip for Oak Park High School Rocket Team to Attend the TARC Nationals Finals - May 12-15, 2022, Manassas, VA](#)**

On motion of Tina Wang, seconded by Denise Helfstein, the Board of Education approved Approve Out of State Trip for Oak Park High School Rocket Team to Attend the TARC Nationals Finals - May 12-15, 2022, Manassas, VA. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0. Absent - 0.

**B. RECESS TO CLOSED SESSION FOR DISCUSSION AND/OR ACTION ON THE FOLLOWING ITEMS AT 6:19 pm**

**1. STUDENT GRADE CHANGE APPEAL**

Pursuant to Education Code 35146 and 49070  
Pupil #01

The Board reconvening in Open Session at 7:53 pm

Board President, Drew Hazelton reported that in closed session the board unanimously to deny a grade change appeal under item B.1. for pupil #01 a written finding will be forthcoming.

There being no further business before this Board, the Special meeting held on May 9, 2022 is declared adjourned at 7:53 p.m.

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Date

President of the Board

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Date

Clerk or Secretary of the Board

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

**5-10-2022      #1060**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mr. Drew Hazelton, called the Special meeting to order at 5:07 pm at Oak Park High School, Great Lawn.

**BOARD PRESENT**

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

**BOARD ABSENT**

Mr. Derek Ross, Vice President and Nikita Manyak, Student Board Member

**STAFF PRESENT**

Dr. Jeff Davis, Superintendent, Mr. Adam Rauch, Assistant Superintendent, Business Services, Mr. Stew McGugan, Assistant Superintendent, Human Resources, Dr. Jay Greenlinger, Director of Curriculum and Instruction, Mr. Brendan Callahan, Director of Bond Programs, Sustainability, Maintenance and Operations, Mr. Enoch Kwok, Director Technology, Mrs. Susan Roberts, Director of Pupil Services, Mrs. Sara Ahl, Director of Extended Care Programs, Mr. Brad Benioff, Director of Student Support and School Safety, Mrs. Jenny DaCosta, Principal Medea Creek Middle School, Mr. Kent Cromwell, Principal Oak Park Independent School and Oak View High School, Mr. Mat McClenahan, Principal Oak Park High School, Mrs. Diane Diamond, Principal Brookside Elementary School, Mrs. Stacy LaFrenz, Principal Red Oak Elementary School, Mr. Erik Warren Principal Oak Hills Elementary School, and Mrs. Ragini Aggarwal, Executive Assistant and Communications Coordinator.

**FLAG SALUTE**

Drew Hazelton led the Pledge of Allegiance to the Flag

**PUBLIC COMMENTS**

None

**ADOPTION OF AGENDA**

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

**OPEN SESSION**

**A. OPEN COMMUNICATIONS/PRESENTATIONS**

1. Presentation of the Marie Panec Educating Compassionate and Creative Global Citizens Award to students from Brookside Elementary School, Oak Hills Elementary School, Red Oak Elementary School, Medea Creek Middle School, Oak Park High School, Oak View High School and Oak Park Independent School

At 5:50 pm the Marie Panec Awards Ceremony ended, and the Board took a recess

The Board reconvened for the retirement recognition at 6:00 pm

2. Presentation of Retirement Recognition to Beth Barber, Allison Bellefontaine, Heidi Cissell, Marjorie H. Cohen, Nancy Corley, Doreen Fox Oswaks, Kim Gregorchuk, Kathleen Grossman, Allan Hunt, Eleanor Moradi, Linda Roberts, Susan Roberts, Catherine Steiner, and Jan K. Willis.

There being no further business before this Board, the Special meeting held on May 10, 2022 is declared adjourned at 7:17 p.m.

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Date

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President of the Board

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Date

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Clerk or Secretary of the Board

**To: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 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
CL253962	Wayne Encinas	Campus Supervisor	5/5/2022	General	\$20.62	ROES
CL253963	William Humphrey	Walk-On-Coach - Not to Exceed \$600	5/10/2022	Coaches, Athletics	TBD	OPHS
CL253964	Elinor Wight	Student Services Assistant III	7/25/2022	General	\$19.56	OVHS
CL253965	Bharani Vijetha Manda	Campus Supervisor	5/12/2022	General	\$18.75	ROES

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
CL253966	Katherine Adams	Cell Phone Allotment	3/1/2022	Food Service	\$300.00	DO
CL253967	Rachel Goldwater	AP Proctor	5/2/2022	ASB	\$615.00	OPHS

**IN-SERVICE CHANGE**

Number	Name	Change	Effective Date	Fund	Salary	Site
CL253968	Emily Kenworthy	Food Service Assistant I to Food Service Cook	4/21/2022	Fund 130	\$20.74	MCMS
CL253969	Anna Stebbins	Summer Program Office Manager	5/31/2022	Summer School	\$25.21	OPHS
CL253970	Darcy Gilbert	Summer Program Office Manager	5/31/2022	Summer School	\$25.21	OHES
CL253971	Willow Zeman	Summer Program Health Tech	5/31/2022	Summer School	\$20.52	OHES/ OPHS
CL253972	Alana Gurian	Summer Program Health Tech	5/31/2022	Summer School	\$20.52	OHES/ OPHS
CL253973	Leah Munn	IA II: SPED Increase in Hours - Under 20 Hours	7/1/2022	Special Ed	\$23.06	OPHS
CL253974	Rachel Oakes	IA II: SPED Increase in Hours - Under 20 Hours	7/1/2022	Special Ed	\$23.06	OPHS
CL253975	Doris Park	IA II: SPED Increase in Hours - Under 20 Hours	7/1/2022	Special Ed	\$23.06	OPHS
CL253976	Debra Field	IA II: SPED Increase in Hours 20-39 Hours	7/1/2022	Special Ed	\$22.00	OPHS
CL253977	Janki Groves	IA II: SPED Increase in Hours 20-39 Hours	7/1/2022	Special Ed	\$22.00	OPHS
CL253978	Tracey Myers	IA II: SPED Increase in Hours 20-39 Hours	7/1/2022	Special Ed	\$22.00	OPHS
CL253979	Susan Shiny	IA II: SPED Increase in Hours 20-39 Hours	7/1/2022	Special Ed	\$22.00	OPHS
CL253980	Ann Strauch	IA II: SPED Increase in Hours 20-39 Hours	7/1/2022	Special Ed	\$22.00	OPHS
CL253981	Holly Crain	IA III: Behavior Increase in Hours	7/1/2022	Special Ed	\$24.72	OPHS
CL253982	Sara Bartos	Campus Supervisor Sub to SSA I	7/1/2022	General	\$18.31	BES
CL253983	Willow Zeman	Health Tech 1 to IA I Literacy & Numeracy	7/1/2022	ELO	\$21.29	BES

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**SEPARATION**

<b>Number</b>	<b>Name</b>	<b>Position</b>	<b>Effective Date</b>	<b>Separation Type</b>	<b>Salary</b>	<b>Site</b>
CL253984	Traci Woo	Site Leader The Club	4/22/2022	Resignation	\$23.16	BES
CL253985	Kimberly Gregorchuck	Pre-School Director	6/3/2022	Retirement	\$375.20	OPNS
CL253986	Eleanor Moradi	Department Secretary	9/9/2022	Retirement	\$26.81	OPHS
CL253987	Maureen Winter	Student Services Assistant I	6/3/2022	Resignation	\$23.06	BES
CL253988	Mary Jane Weaver	Instructional Assistant III Reading	5/28/2022	Resignation	\$24.98	BES
CL253989	Allison Bellefontaine	Certified Sign Language DHH	6/1/2022	Retirement	\$29.34	MCMS
CL253990	Linda Roberts	School Office Manager I	7/1/2022	Retirement	\$25.91	OVHS

Prepared by:

Stewart McGugan Assistant Superintendent, Human Resources

Respectfully Submitted,

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Jeffrey Davis, Ed.D  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 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	
01CE11567	Tina Ahmadi	Guest Teacher	04/26/2022	General	MCMS	
01CE11568	Noelle Ferrante	Guest Teacher	04/26/2022	General	BES	
01CE11569	Ranju Matson	Counselor	08/08/2022	General	OPHS	
01CE11570	Nicole Carter	Secondary Teacher	08/08/2022	General	OPHS	
01CE11571	Danielle Hazlewood	SPED Teacher	08/08/2022	General	OPHS	

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
01CE11572	Lisa Becker	Santa Cruz Field Trip (Chaperone)	3/24/2022	General	\$181.37	BES
01CE11573	Heather Powers	Santa Cruz Field Trip (Chaperone)	3/24/2022	General	\$181.37	BES
01CE11574	Cindy Stephens	Santa Cruz Field Trip (Chaperone)	3/24/2022	General	\$181.37	BES
01CE11575	Erik Squire	Class Size Overages (March 2022)	3/31/2022	General	\$115.00	BES
01CE11576	Erik Squire	Class Size Overages (April 2022)	4/30/2022	General	\$160.00	BES
01CE11577	Cynthia Morrow	Class Size Overages (March 2022)	3/31/2022	General	\$115.00	BES
01CE11578	Cynthia Morrow	Class Size Overages (April 2022)	4/30/2022	General	\$80.00	BES
01CE11579	Jennifer Aaronson	Santa Cruz Field Trip (Chaperone)	3/31/2022	General	\$181.37	OHES
01CE11580	Meghan Blum	Santa Cruz Field Trip (Chaperone)	3/31/2022	General	\$181.37	OHES
01CE11581	Jessica Jimenez	Santa Cruz Field Trip (Chaperone)	3/31/2022	General	\$181.37	OHES
01CE11582	Jessica Jimenez	Gate Coordinator	3/14/2022	LCAP	\$175.00	OHES
01CE11583	Donald Cook	Class Size Overages (March 2022)	3/31/2022	General	\$127.00	OPHS
01CE11584	Donald Cook	Class Size Overages (April 2022)	4/30/2022	General	\$88.00	OPHS
01CE11585	Jennifer Hankins	Class Size Overages (March 2022)	3/31/2022	General	\$118.00	OPHS
01CE11586	Jennifer Hankins	Class Size Overages (April 2022)	4/30/2022	General	\$80.00	OPHS
01CE11587	Lauren Heinrich	Class Size Overages (March 2022)	3/31/2022	General	\$22.00	OPHS
01CE11588	Lauren Heinrich	Class Size Overages (April 2022)	4/30/2022	General	\$16.00	OPHS
01CE11589	Jessica Wall	Class Size Overages (March 2022)	3/31/2022	General	\$108.00	OPHS
01CE11590	Jessica Wall	Class Size Overages (April 2022)	4/30/2022	General	\$72.00	OPHS
01CE11591	Robbin Lund	Class Size Overages (March 2022)	3/31/2022	General	\$115.00	ROES
01CE11592	Robbin Lund	Class Size Overages (April 2022)	4/30/2022	General	\$80.00	ROES
01CE11593	Kate Gregg	Class Size Overages (March 2022)	3/31/2022	General	\$230.00	ROES
01CE11594	Kate Gregg	Class Size Overages (April 2022)	4/30/2022	General	\$160.00	ROES
01CE11595	Nicole LoBianco	Class Size Overages (March 2022)	3/31/2022	General	\$215.00	ROES
01CE11596	Nicole LoBianco	Class Size Overages (April 2022)	4/30/2022	General	\$160.00	ROES
01CE11597	Tahnee Munoz	Class Size Overages (March 2022)	3/31/2022	General	\$230.00	ROES
01CE11598	Tahnee Munoz	Class Size Overages (April 2022)	4/30/2022	General	\$160.00	ROES
01CE11599	Ryan Bodily	Class Size Overages (March 2022)	3/31/2022	General	\$115.00	ROES
01CE11600	Ryan Bodily	Class Size Overages (April 2022)	4/30/2022	General	\$80.00	ROES

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
01CE11601	Jamie Brown	Class Size Overages (March 2022)	3/31/2022	General	\$115.00	ROES
01CE11602	Jamie Brown	Class Size Overages (April 2022)	4/30/2022	General	\$80.00	ROES
01CE11603	Alexis Ma	Class Size Overages (March 2022)	3/31/2022	General	\$115.00	ROES
01CE11604	Alexis Ma	Class Size Overages (April 2022)	4/30/2022	General	\$80.00	ROES
01CE11605	Kathy Strong	Class Size Overages (March 2022)	3/31/2022	General	\$120.00	ROES
01CE11606	Kathy Strong	Class Size Overages (April 2022)	4/30/2022	General	\$160.00	ROES

**IN-SERVICE CHANGE/ADDITIONAL HOURS**

Number	Name	Change	Effective Date	Fund	Site	
01CE11607	Kathryn Dusek	Corrected Salary Step	3/7/2022	General	MCMS	
01CE11608	Keri Lieberman	Corrected Salary Step	3/8/2022	General	OHES	
01CE11609	Allison Shapiro	Corrected Salary Step	3/9/2022	General	OHES	
01CE11610	Sarah Rozenberg	Maternity Leave	4/26/2022	General	BES	
01CE11611	Barbie Lee	Instructional Innovator Meeting (8 hrs max)	5/2/2022	General	BES	
01CE11612	Tahnee Munoz	Elementary Summer School Remediation	6/6/2022	General	OHES	
01CE11613	Illana Sweet	Elementary Summer School Remediation	6/6/2022	General	OHES	
01CE11614	Danielle Warnes	Elementary Summer School Remediation	6/6/2022	General	OHES	
01CE11615	Lynette Hiday	Elementary Summer School Remediation	6/6/2022	General	OHES	
01CE11616	Jennifer Bird	Elementary Summer School Remediation	6/6/2022	General	OHES	
01CE11617	Katie White-Lague	Elementary Summer School Remediation	6/6/2022	General	OHES	
01CE11618	Alyson Redding	Elementary Summer School Remediation	6/6/2022	General	OHES	
01CE11619	Julie Matthews	Elementary Summer School Remediation	6/6/2022	General	OHES	
01CE11620	Kristin Chobanian	Elementary Summer School Remediation	6/6/2022	General	OHES	
01CE11621	Danielle Servern	Elementary Summer School Remediation	6/6/2022	General	OHES	
01CE11622	Noelle Ferrante	Elementary Summer School Remediation	6/6/2022	General	OHES	
01CE11623	Rachel Greenwald	Open House (2 hours)	4/27/2022	General	OHES	
01CE11624	Michael Winkler	High School Summer School Remediation	5/31/2022	General	OPHS	
01CE11625	Yeganeh Gorgi	High School Summer School Remediation	5/31/2022	General	OPHS	
01CE11626	Jared Weintraub	High School Summer School Remediation	5/31/2022	General	OPHS	
01CE11627	Jenny Charrett	High School Summer School Remediation	5/31/2022	General	OPHS	
01CE11628	Troy Labnow	High School Summer School Remediation	5/31/2022	General	OPHS	
01CE11629	Julie Matthews	School Tours (March-May) - 4 hours	3/15/2022	General	ROES	
01CE11630	Julie Matthews	Teacher Interviews - 3.75 hours	4/28/2022	General	ROES	
01CE11631	Julie Matthews	Santa Cruz Island Field Trip - 4.5 hours	4/21/2022	General	ROES	
01CE11632	Jennifer Sorenson	School Tours (Mar/Apr/May) - 3 hours	3/15/2022	General	ROES	
01CE11633	Chris Amaral	School Tours (March-May) - 4 hours	3/15/2022	General	ROES	
01CE11634	Robbin Lund	School Tours (March & May) - 2 hours	3/15/2022	General	ROES	
01CE11635	Jessica Jimenez	Guest Teacher to Elementary Teacher	8/8/2022	General	OHES	
01CE11636	Kim Villalpando	SPED Teacher to Program Specialist	7/1/2022	General	PS	

Prepared by: Stewart McGugan Assistant Superintendent, Human Resources

Respectfully Submitted,

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Jeff Davis, Ed.D.,  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 2022**  
**SUBJECT: B.1.c. RATIFY PURCHASE ORDERS – APRIL 1 THROUGH APRIL 30, 2022**  
**CONSENT**

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**ISSUE:** Shall the Board ratify the following purchase orders issued for the period April 1 through April 30, 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 April 1 through April 30, 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,

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Jeff Davis, Ed.D.  
Superintendent

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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 04/01/2022 - 04/30/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
<b>010-4330</b>	<b>Other Materials and Supplies N</b>				
P22-00552	Riverside Insights	000	SpEd Elementary / Protocols Order	010-4330	1,121.95
P22-00568	Amazon Capital Services, Inc.	004	Ergonomic Items per Evaluations	010-4330	1,153.27
P22-00573	ChargePoint, Inc.	004	Replacement Part for EV Charging Station	010-4330	768.75
P22-00574	Concepts School & Office Furn	004	Ergonomic Chairs for Staff per Assessments	010-4330	3,023.81
P22-00577	Hagle Lumber Company Inc.	012	CTEIG: Lumber - Bench	010-4330	644.66
P22-00579	Hot Glass Color and Supply	005	Teacher Grent- Ian Fullmer	010-4330	869.01
P22-00582	Aseba	000	Psychs - 22/2023 Protocols Order	010-4330	49.00
P22-00583	Pro-Ed	000	Psychs - 22/2023 Protocols Order	010-4330	990.76
P22-00584	PEARSON ASSESSMENTS ORDER PROC ESSING	000	Psychs - 22.2023 Protocols Order	010-4330	2,360.95
P22-00585	Western Psychological Services	000	Psychs - 22/2023 Protocols Order	010-4330	636.67
P22-00586	Riverside Insights	000	Psychs - 22/2023 Protocols Order	010-4330	797.89
P22-00588	Curriculum Associates	000	SpEd Elementary - 22/2023 Protocols Order	010-4330	140.54
P22-00591	Amazon Capital Services, Inc.	004	Ergonomic Podium per Ergo Study	010-4330	191.98
<b>Total:010-4330 Other Materials and Supplies N</b>					<b>12,749.24</b>
<b>010-4410</b>	<b>Equipment New Non-Capitalized</b>				
P22-00587	KB Contract Interiors	004	Work stations for HR	010-4410	10,932.78
<b>Total:010-4410 Equipment New Non-Capitalized</b>					<b>10,932.78</b>
<b>010-5600</b>	<b>Rents, Leases, and Repairs</b>				
B22-00220	MPS Enterprises dba Cross Breeze Screens	004	Repair window screens DW	010-5600	3,000.00
P22-00572	Reliable Cabling Solutions	004	Troubleshoot and repair PA Speakers @OPIS and MCMS	010-5600	1,392.00
P22-00580	Chatsworth Auto Upholstery	004	OPUSD Vehicle Upholstery Repair	010-5600	1,459.00
P22-00590	Reliable Cabling Solutions	004	Relocate cameras at BES and OHES	010-5600	1,392.00
<b>Total:010-5600 Rents, Leases, and Repairs</b>					<b>7,243.00</b>
<b>010-5820</b>	<b>Other Operating Expense</b>				
B22-00221	Heather Lee McKay	013	Independent Contractor/College & Career	010-5820	5,000.00
P22-00563	Southeast Ventura County YMCA	004	Pool Rental for OPHS Swim Team	010-5820	2,260.00
P22-00564	AAA Camps, LP DBA Valley Trail s Summer Camp	011	Parent funded field trip--4th gr. VT Ranch	010-5820	1,134.00
P22-00576	Westlake Speech Therapy Inc	000	Speech Assessments January/Feb 2022	010-5820	2,832.50
P22-00578	U.S. Bank Trust Nat'l Assn.	004	Admin Fees GOB Election 2006 Series 2015A	010-5820	800.00
P22-00581	Southwinds Transportation	005	BES Buesses for Santa Cruz Trip	010-5820	1,731.20
P22-00589	Wildlife Experience	009	On Site Assembly	010-5820	425.00
<b>Total:010-5820 Other Operating Expense</b>					<b>14,182.70</b>
<b>010-5900</b>	<b>Telephone and Communications</b>				

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

ESCAPE ONLINE

Page 1 of 5

## Includes Purchase Orders dated 04/01/2022 - 04/30/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-00575	Federal Express Corp.	006	Postage FedEx 2022 School yr HR & Bus Office	010-5900	50.00
Total:010-5900 Telephone and Communications					50.00
<b>211-5820</b>	<b>Other Operating Expense</b>				
P22-00571	Barnhart Balfour Beatty, Inc B alfour Beatty Construction	004	Const. Mgmt. Svcs. Feb 2022 #46000	211-5820	800.00
Total:211-5820 Other Operating Expense					800.00
<b>211-6209</b>	<b>Main Construction-Buildings</b>				
P22-00508	Reliable Cabling Solutions	004	Proj 20-03S Computer Lab Remove data cabling OHES	211-6209	1,692.00
Total:211-6209 Main Construction-Buildings					1,692.00
<b>211-6259</b>	<b>Other Costs/Planning/Change Or</b>				
P22-00570	Ventura County Star	004	Proj 20-18S Notice PreQual Ad Ext Imp@ROES	211-6259	2,066.12
Total:211-6259 Other Costs/Planning/Change Or					2,066.12
<b>211-6272</b>	<b>Construction Management Fees</b>				
P22-00571	Barnhart Balfour Beatty, Inc B alfour Beatty Construction	004	Const. Mgmt. Svcs. Feb 2022 #46000	211-6272	8,720.00
Total:211-6272 Construction Management Fees					8,720.00
<b>211-6274</b>	<b>Other Construction</b>				
P22-00569	Chuck Renta C Enterprises	004	Proj 21-01S Temporary Fencing field repairs OPHS	211-6274	802.70
Total:211-6274 Other Construction					802.70
<b>211-6500</b>	<b>Equipment Replacement \$5000+</b>				
T22-00023	Apple Computer, Inc. Ms198-3ED	007	Proj 22-02S Office Computer Refresh-Apple iMac24s	211-6500	65,521.17
T22-00026	Compuwave Inc.	007	Proj 22-02S Computer Refresh Monitors	211-6500	24,431.25
T22-00027	Compuwave Inc.	007	Proj 22-02S Office Computer Refresh pt 3 - Dell MT	211-6500	1,371.73
Total:211-6500 Equipment Replacement \$5000+					91,324.15
Total Number of POs				33	
				Total	150,562.69

## Fund Recap

Fund	Description	PO Count	Amount
010	General Fund	26	45,157.72
Total Fiscal Year 2022			45,157.72
211	Measure S Facilities & Tech	7	105,404.97
Total Fiscal Year 2022			105,404.97

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

ESCAPE ONLINE

Page 2 of 5

**Includes Purchase Orders dated 04/01/2022 - 04/30/2022**

Total	<u>150,562.69</u>
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The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE	ONLINE
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Page 3 of 5

Includes Purchase Orders dated 04/01/2022 - 04/30/2022

## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
<b>010-4330</b>	<b>Other Materials and Supplies N</b>			
B22-00013	4,601.22	010-4330	General Fund/Other Materials and Supplies N	200.00
B22-00105	1,675.00	010-4330	General Fund/Other Materials and Supplies N	107.85
B22-00132	8,800.00	010-4330	General Fund/Other Materials and Supplies N	1,000.00
B22-00160	1,800.00	010-4330	General Fund/Other Materials and Supplies N	300.00
TB22-00006	1,716.00	010-4330	General Fund/Other Materials and Supplies N	216.00
<b>Total:010-4330 Other Materials and Supplies N</b>				<b>1,823.85</b>
<b>010-5510</b>	<b>Gas Utility Service</b>			
B22-00145	45,293.00	010-5510	General Fund/Gas Utility Service	8,330.01
<b>Total:010-5510 Gas Utility Service</b>				<b>8,330.01</b>
<b>010-5600</b>	<b>Rents, Leases, and Repairs</b>			
B22-00140	10,000.00	010-5600	General Fund/Rents, Leases, and Repairs	2,000.00
P22-00004	2,000.00	010-5600	General Fund/Rents, Leases, and Repairs	1,000.00
P22-00485	3,655.00	010-5600	General Fund/Rents, Leases, and Repairs	300.00-
<b>Total:010-5600 Rents, Leases, and Repairs</b>				<b>2,700.00</b>
<b>010-5820</b>	<b>Other Operating Expense</b>			
B22-00172	2,500.00	010-5820	General Fund/Other Operating Expense	417.50
B22-00173	1,500.00	010-5820	General Fund/Other Operating Expense	500.00
B22-00174	1,500.00	010-5820	General Fund/Other Operating Expense	500.00-
B22-00199	6,133.03	010-5820	General Fund/Other Operating Expense	174.96-
P22-00331	500.00	010-5820	General Fund/Other Operating Expense	500.00-
<b>Total:010-5820 Other Operating Expense</b>				<b>257.46-</b>
<b>130-4700</b>	<b>Food Purchases</b>			
FS22-00003	40,500.00	130-4700	Cafeteria Fund/Food Purchases	8,561.57
FS22-00004	38,815.00	130-4700	Cafeteria Fund/Food Purchases	2,718.11
FS22-00009	60,000.00	130-4700	Cafeteria Fund/Food Purchases	5,000.00
FS22-00010	169,159.09	130-4700	Cafeteria Fund/Food Purchases	10,000.00
<b>Total:130-4700 Food Purchases</b>				<b>26,279.68</b>
<b>130-5820</b>	<b>Other Operating Expense</b>			
FS22-00012	5,177.94	130-5820	Cafeteria Fund/Other Operating Expense	.00
<b>Total:130-5820 Other Operating Expense</b>				<b>.00</b>
<b>211-6256</b>	<b>Contracted Services</b>			
DIR22-00002	50,506.00	211-6256	Measure S Facilities & Tech/Contracted Services	506.00
<b>Total:211-6256 Contracted Services</b>				<b>506.00</b>
<b>211-6259</b>	<b>Other Costs/Planning/Change Or</b>			
P22-00516	10,300.00	211-6259	Measure S Facilities & Tech/Other Costs/Planning/Change Or	4,300.00

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

ESCAPE ONLINE

Page 4 of 5

Includes Purchase Orders dated 04/01/2022 - 04/30/2022

## PO Changes (continued)

New PO Amount	Fund/ Object	Description	Change Amount
		Total:211-6259 Other Costs/Planning/Change Or	4,300.00
		Total PO Changes	43,682.08

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

ESCAPE ONLINE

Page 5 of 5

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 2022**

**SUBJECT: B.1.d. ACCEPT 2021-2022 SECOND PERIOD ATTENDANCE REPORT**

CONSENT

**ISSUE:** Shall the Board receive, review, and accept the 2021-2022 Second Period (P-2) Attendance Report on the status of the District's Average Daily Attendance (ADA) ending with the eighth school month?

**BACKGROUND:** The District's Local Control Funding Formula (LCFF) funding is based on its ADA, which is reported to the State three times annually. The First Period Attendance Report, commonly referred to as P-1, is filed with the State at the end of the fourth school month. The Second Period Attendance Report, typically called P-2, reports the average of month one through the last school month that ends on or before April 15th of the current school year. The District's actual LCFF funding is based on the P-2 Report. The third and final report, the Annual Report, is filed at the conclusion of the fiscal year. The second reporting period has concluded and the District's P-2 Report follows for the Board's information and review.

**BOARD POLICY:** N/A - Education Code 41601 requires governing board of each school district to report to the Superintendent of Public Instruction during each fiscal year the average daily attendance of the district for all full school months during the period between July 1 and December 31, inclusive, to be known as the "second period" report for the first principal apportionment.

**GOALS:** N/A

**FISCAL IMPACT:** None; the First Period Attendance Report is generated in compliance with Education Code requirements.

**RECOMMENDATION:** For information and approval

Prepared by: Julie Townsend, Senior Accountant  
Byron Jones, Director of Fiscal 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	_____	_____	_____	_____

**COPY**

*Revised P-2*

## Principal Apportionment Data Collection (PADC)

### Certification Signature Form

County: Ventura

Fiscal Year: 21-22

LEA: Oak Park Unified School District

Reporting Period: P-2

CDS Code: 56- 73874

Data ID: 17E6D82C  
(from PADC application certification file)

- ☒ Attendance School District
- ☒ Class Size Penalties
- ☐ Necessary Small School
- ☐ Attendance Charter School
- ☐ Basic Aid Supplement Charter School
- ☐ Charter School Physical Location (\*revisions only)
- ☐ Attendance County Office of Education
- ☒ Attendance District Funded County Programs

Any inquiries concerning this report should be directed to:

Contact Name: Julie Townsend

Phone: 818-735-3244

E-Mail: jtownsend@opusd.org

I hereby certify that, to the best of my knowledge, all data has been compiled and reported in accordance with all applicable laws, regulations and instructions.

Charter School Official: \_\_\_\_\_  
(if applicable) Signature

Charter School Official: \_\_\_\_\_ Date: \_\_\_\_\_  
(if applicable) Printed Name/Title

LEA District Superintendent: Dr. Jeff Davis  
Signature

LEA District Superintendent: Dr. Jeff Davis Date: 4-21-2022  
Printed Name

County Superintendent of Schools: \_\_\_\_\_  
Signature

County Superintendent of Schools: Dr. César Morales Date: \_\_\_\_\_  
Printed Name

## Principal Apportionment Data Collection (PADC)

## Certification Signature Form

County: Ventura

Fiscal Year: 21-22

LEA: Oak Park Unified School District

Reporting Period: P-2

CDS Code: 56- 73874Data ID: 659E2655

(from PADC application certification file)

- ☐ Attendance School District
- ☒ Class Size Penalties
- ☐ Necessary Small School
- ☐ Attendance Charter School
- ☐ Basic Aid Supplement Charter School
- ☐ Charter School Physical Location (\*revisions only)
- ☐ Attendance County Office of Education
- ☐ Attendance District Funded County Programs

Any inquiries concerning this report should be directed to:

Contact Name: Byron JonesPhone: 818-735-3215E-Mail: bsjones@opusd.org

I hereby certify that, to the best of my knowledge, all data has been compiled and reported in accordance with all applicable laws, regulations and instructions.

Charter School Official: \_\_\_\_\_  
(if applicable) Signature

Charter School Official: \_\_\_\_\_ Date: \_\_\_\_\_  
(if applicable) Printed Name/Title

LEA District Superintendent: Dr. Jeffrey Davis  
Signature

LEA District Superintendent: Dr. Jeffrey Davis Date: 4/28/2022  
Printed Name

County Superintendent of Schools: \_\_\_\_\_  
Signature

County Superintendent of Schools: Dr. César Morales Date: \_\_\_\_\_  
Printed Name

# Principal Apportionment Data Collection (PADC)

Processing Cycle: 2021-22 P-2, Reporting Period: 2021-22 P-2

Home / Status / Certification / Certification Details

## Certification Details

### Record Information

**DES Name**  
Attendance School District

**Entity**  
Oak Park Unified

**CDS Code**  
56 73874 0000000

**Data ID**  
17E6D82C

**Last Saved By**  
[jtownsend88](#)

**Last Saved Date**  
4/21/2022 11:53:08 AM

**Last Validation By**  
[jtownsend88](#)

**Last Validation Date**  
4/21/2022 11:54:02 AM

**Passed Data Validation**  
Yes

Number of Records	Number of Errors	Number of Warnings
1	0	0

### Certification Details

**School District:** [OPUSD](#) - 4/21/2022 12:57:29 PM

**County Office of Education:** None

### Certification Notes

No notes available.

# Principal Apportionment Data Collection (PADC)

Processing Cycle: 2021-22 P-2, Reporting Period: 2021-22 P-2

Home / Data Entry / School District / Oak Park Unified / Attendance School District

## Attendance School District

### Record Information



#### Entity Information

County: Ventura  
 District: Oak Park Unified  
 CDS Code: 56 73874 0000000  
 Data ID: 17E6D82C

#### Validation Information

Number of Records: 1  
 Number of Errors: 0  
 Number of Warnings: 0  
 Passed Data Validation: Yes

#### Details

Last Saved By: [jtownsend88](#)  
 Last Saved Date: 4/21/2022 11:53:08 AM  
 Last Validation By: [jtownsend88](#)  
 Last Validation Date: 4/21/2022 11:54:02 AM

#### Certification Information

School District: [OPUSD](#) - 4/21/2022 12:57:29 PM  
 County Office of Education: None

## Regular ADA

Data ID	17E6D82C					
Regular ADA	TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total	
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	A-1	1,032.25	892.72	691.71	1,550.5	4,167.18
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	A-2	0.98	0.87	0	0	1.85
Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	A-3	0	0	0.94	0	0.94

Extended Year Special Education - Nonpublic,  
Nonsectarian Schools [EC 56366 (a)(7)] and/or  
Nonpublic, Nonsectarian Schools - Licensed Children's  
Institutions (Divisor 175)

Community Day School [EC 48660] (Divisor  
70/135/180)

**ADA Totals (Sum of A-1 through A-5)**

A-4	0	0.25	0	0	0.25
A-5	0	0	0	0	0
A-6	1,033.23	893.84	692.65	1,550.5	4,170.22

## Other

### Other

Full-Time Traditional Independent Study ADA, pursuant  
to EC 51747, included in Section A or in the Attendance  
Supplement School District, Attendance Basic Aid  
Choice/Court-Ordered Voluntary Pupil Transfer, and  
Attendance Basic Aid Open Enrollment entry screens

Full-Time Traditional Independent Study ADA not  
eligible for general funding, pursuant to EC 51745.6,  
and not included in Section A or in the Attendance  
Supplement School District, Attendance Basic Aid  
Choice/Court-Ordered Voluntary Pupil Transfer, and  
Attendance Basic Aid Open Enrollment entry screens

Course Based Independent Study ADA, pursuant to EC  
51749.5, included in Section A or in the Attendance  
Supplement School District, Attendance Basic Aid  
Choice/Court-Ordered Voluntary Pupil Transfer, and  
Attendance Basic Aid Open Enrollment entry screens

Course Based Independent Study ADA not eligible for  
general funding, pursuant to EC 51745.6, and not  
included in Section A or in the Attendance Supplement  
School District, Attendance Basic Aid Choice/Court-  
Ordered Voluntary Pupil Transfer, and Attendance Basic  
Aid Open Enrollment entry screens

ADA for Students in Transitional Kindergarten pursuant  
to EC 46300 included in Section A (Lines A-1 through A-  
5, TK/K-3 Column, First Year ADA Only)

ADA for Students in Continuation Education included in  
Section A (Line A-1, Grades 9-12 Column)

ADA for Students in Opportunity Classes included in  
Section A (Line A-1, Total Column)

	TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
B-1	24.36	33.62	40.04	130.16	228.18
B-2	0	0	0	0	0
B-3	0	0	0	0	0
B-4	0	0	0	0	0
B-5	59.73				59.73
B-6				29.86	29.86
B-7					0

## Prior Year ADA Adjustments

**Prior Year ADA Adjustment (P-1 and P-2 only)**

TK/K-3      Grades 4-6      Grades 7-8      Grades 9-12      Total

**Prior Year P-2 ADA for pupils attending a charter school sponsored by the district in the current year who attended a non-charter school of the district in the prior year [EC 42238.051 (a)(2)(B)].**

Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)

C-1

Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)

C-2

**ADA Totals (C-1 + C-2)**

C-3

**Prior Year P-2 ADA for pupils attending a non-charter school in the current year who attended a charter school sponsored by the district in the prior year [EC 42238.051 (a)(2)(C)].**

Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)

C-4

Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)

C-5

**ADA Totals (C-4 + C-5)**

C-6

**Prior Year P-2 ADA attributable to district resident pupils attending a non-charter school [EC 42238.052].**

Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)

C-7

Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)

C-8

**ADA Totals (C-7 + C-8)**

C-9

**Gain or Loss of ADA due to a Reorganization or Transfer of Territory [EC 42238.05 (a)(3)]. If the ADA adjustment is a loss, report the loss as a negative number in Line C-10 or C-11.**

Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)

C-10

Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)

C-11

**ADA Totals (C-10 + C-11)**

C-12

Principal Apportionment Data Collection (PADC)

Processing Cycle: 2021-22 P-2, Reporting Period: 2021-22 P-2

Home / Status / Certification / Certification Details

Certification Details

Record Information

**DES Name**  
Transfer of Funds Alternative Rate Option

**Entity**  
Oak Park Unified

**CDS Code**  
56 73874 0000000

**Data ID**  
4F3259F4

**Last Saved By**  
jtownsend88

**Last Saved Date**  
4/11/2022 3:33:38 PM

**Last Validation By**  
jtownsend88

**Last Validation Date**  
4/11/2022 4:28:19 PM

**Passed Data Validation**  
Yes

Number of Records	Number of Errors	Number of Warnings
1	0	0

Certification Details

**School District:** OPUSD - 4/11/2022 4:34:31 PM

**County Office of Education:** None

Certification Notes

No notes available.

# Principal Apportionment Data Collection (PADC)

Processing Cycle: 2021-22 P-2, Reporting Period: 2021-22 P-2

Home / Data Entry / School District / Oak Park Unified / Transfer of Funds Alternative Rate Option

## Transfer of Funds Alternative Rate Option

### Record Information

#### Entity Information

County: Ventura  
District: Oak Park Unified  
CDS Code: 56 73874 0000000  
Data ID: 4F3259F4

#### Validation Information

Number of Records: 1  
Number of Errors: 0  
Number of Warnings: 0  
Passed Data Validation: Yes

#### Details

Last Saved By: jtownsend88  
Last Saved Date: 4/11/2022 3:33:38 PM  
Last Validation By: jtownsend88  
Last Validation Date: 4/11/2022 4:28:19 PM

#### Certification Information

School District: OPUSD - 4/11/2022 4:34:31 PM  
County Office of Education: None

## COE Selection

Data ID: 4F3259F4

EC Section 2576 requires transfer of funds from the school district of residence to the COE for ADA served by the COE but credited to the district of residence. The transfer shall occur at the rate equal to the school district's LCFF base, supplemental and concentration grant per ADA, unless the COE reports an alternative rate to CDE and selects the types of ADA for transfer at the alternative rate.

To enable the transfer of funds at the alternative rate, the district of residence must select the COE on this screen. To determine if the COE reported an alternative rate, contact the COE.

If the school district does not select the COE on this screen, funds will be transferred to the COE at the school district's LCFF base, supplemental and concentration grant per ADA.

School district agrees to transfer funds at the alternative per-ADA rate, as reported by the COE: Ventura Co. Office of Education

**Notes**

# Principal Apportionment Data Collection (PADC)

Processing Cycle: 2021-22 P-2, Reporting Period: 2021-22 P-2

Home / Status / Certification / Certification Details

## Certification Details

### Record Information

**DES Name**  
 Class Size Penalties SD

**Entity**  
 Oak Park Unified

**CDS Code**  
 56 73874 0000000

**Data ID**  
 659E2655

**Last Saved By**  
[jtownsend88](#)

**Last Saved Date**  
 4/11/2022 4:17:04 PM

**Last Validation By**  
[jtownsend88](#)

**Last Validation Date**  
 4/11/2022 4:21:42 PM

**Passed Data Validation**  
 Yes

Number of Records	Number of Errors	Number of Warnings
16	0	0

### Certification Details

**School District:** [OPUSD](#) - 4/21/2022 12:57:29 PM

**County Office of Education:** None

### Certification Notes

No notes available.

		Attendance School District					
County: Ventura						Fiscal Year: 2021-22	
District: Oak Park Unified School District						P-2	REV
CDS Code:							
Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total	
Regular ADA (Includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	A-1	1,032.25	892.72	691.71	1,550.50	4,167.18	
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	A-2	0.98	0.87	0.00	0.00	1.85	
Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a) (7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	A-3	0.00	0.00	0.94	0.00	0.94	
Extended Year Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a) (7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions (Divisor 175)	A-4	0.00	0.25	0.00	0.00	0.25	
Community Day School [EC 48660] (Divisor 70/135/180)	A-5	0.00	0.00	0.00	0.00	0.00	
<b>ADA Totals (Sum of A-1 through A-5)</b>	A-6	1,033.23	893.83	692.65	1,550.50	4,170.21	
<b>Other</b>							
Full-Time Traditional Independent Study ADA, pursuant to EC 51747, included in Section A or	B-1	24.36	33.62	40.04	130.16	228.18	

		Attendance School District					
County: Ventura						Fiscal Year: 2021-22	
District: Oak Park Unified School District						P-2	REV
CDS Code:							
Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total	
in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens							
Full-Time Traditional Independent Study ADA not eligible for general funding, pursuant to EC 51745.6, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupul Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-2	0.00	0.00	0.00	0.00	0.00	
Course Based Independent Study ADA, pursuant to EC 51749.5, included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-3	0.00	0.00	0.00	0.00	0.00	
Course Based Independent Study ADA not eligible for general funding, pursuant to EC 51745.6, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and	B-4	0.00	0.00	0.00	0.00	0.00	

	Attendance School District						
County: Ventura						Fiscal Year: 2021-22	
District: Oak Park Unified School District						P-2	REV
CDS Code:							
Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total	
Attendance Basic Aid Open Enrollment entry screens							
ADA for Students in Transitional Kindergarten pursuant to EC 46300 included in Section A (Lines A-1 through A-5, TK/K-3 Column, First Year ADA Only)	B-5	59.73				59.73	
ADA for Students in Continuation Education included in Section A (Line A-1, Grades 9-12 Column)	B-6				29.86	29.86	
ADA for Students in Opportunity Classes included in Section A (Line A-1, Total Column)	B-7					0.00	
Prior Year ADA Adjustment (P-1 and P-2 only)		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total	
Prior Year P-2 ADA for pupils attending a charter school sponsored by the district in the current year who attended a non-charter school of the district in the prior year [EC 42238.051 (a) (2) (B)].							
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class and Continuation Education)	C-1	0.00	0.00	0.00	0.00	0.00	
Extended Year Special Education [EC 56345 (b) (3)]	C-2	0.00	0.00	0.00	0.00	0.00	

	Attendance School District						
County: Ventura						Fiscal Year: 2021-22	
District: Oak Park Unified School District						P-2	REV
CDS Code:							
Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total	
(Divisor 175)							
ADA Totals (C-1 + C-2)	C-3	0.00	0.00	0.00	0.00	0.00	
Prior Year P-2 ADA for pupils attending a non-charter school in the current year who attended a charter school sponsored by the district in the prior year [EC 42238.051 (a) (2) C].							
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-4	0.00	0.00	0.00	0.00	0.00	
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	C-5	0.00	0.00	0.00	0.00	0.00	
ADA Totals (C-4 + C-5)	C-6	0.00	0.00	0.00	0.00	0.00	
Prior Year P-2 ADA attributable to district resident pupils attending a non-charter school [EC 42238.052].							
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-7	0.00	0.00	0.00	0.00	0.00	

	Attendance School District						
County: Ventura						Fiscal Year: 2021-22	
District: Oak Park Unified School District						P-2	REV
CDS Code:							
Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total	
Extended Year Special Education [EC 56345 (b)(3) ] (Divisor 175)	C-8	0.00	0.00	0.00	0.00	0.00	
ADA Totals (C-7 + C-8)	C-9	0.00	0.00	0.00	0.00	0.00	
Gain or Loss of ADA due to a Reorganization or Transfer of Territory [EC 42238.05 (a)(3)]. If the ADA adjustment is a loss, report the loss as a negative number in Line C-10 or C-11.							
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-10	0.00	0.00	0.00	0.00	0.00	
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	C-11	0.00	0.00	0.00	0.00	0.00	
ADA Totals (C-10 + C-11)	C-12	0.00	0.00	0.00	0.00	0.00	

YTD: August 9, 2021 - April 1, 2022

	Enrollment Comparison 2021-22	ADA Comparison 2021-22	ADA% Comparison 2021-22
<b>BES</b>			
K	96.00	88.44	92.13%
1	104.00	95.50	91.83%
2	73.00	68.14	93.34%
3	81.00	77.36	95.51%
4	107.00	99.30	92.80%
5	90.00	85.52	95.02%
SDC			0.00%
Total	551.00	514.26	93.33%
<b>OHES</b>			
K	96.00	90.29	94.05%
1	78.00	73.68	94.46%
2	65.00	60.52	93.11%
3	78.00	73.79	94.60%
4	77.00	72.41	94.04%
5	87.00	81.97	94.22%
SDC			0.00%
Total	481.00	452.66	94.11%
<b>ROES</b>			
K	104.00	100.24	96.38%
1	84.00	79.26	94.36%
2	98.00	95.32	97.27%
3	109.00	105.35	96.65%
4	92.00	90.59	98.47%
5	88.00	85.58	97.25%
SDC			0.00%
Total	575.00	556.34	96.75%
<b>MCMS</b>			
6	359.00	343.73	95.75%
7	311.00	304.44	97.89%
8	358.00	347.23	96.99%
SDC			0.00%
Total	1028.00	995.40	96.83%
<b>OPHS</b>			
9	373.00	364.19	97.64%
10	362.00	349.17	96.46%
11	340.00	324.66	95.49%
12	374.00	352.46	94.24%
SDC			0.00%
Total	1449.00	1390.48	95.96%
<b>OVHS</b>			
9	5.00	2.34	46.80%
10	9.00	6.26	69.56%
11	11.00	7.57	68.82%
12	19.00	13.69	72.05%
Total	44.00	29.86	67.86%
<b>OPIS</b>			
DK	1.00	1.00	100.00%
K	5.00	4.74	94.80%
1	3.00	6.06	202.00%
2	4.00	6.09	152.25%
3	5.00	6.47	129.40%
4	6.00	11.21	186.83%
5	6.00	8.06	134.33%
6	14.00	14.35	102.50%
7	20.00	16.90	84.50%
8	25.00	23.14	92.56%
9	24.00	20.52	85.50%
10	23.00	22.10	96.09%
11	47.00	44.61	94.91%
12	44.00	42.93	97.57%
Total	227.00	228.18	100.52%
*OPIS formula corrected		*OPIS formula corrected	
Other***			
NPS	1.00	0.94	94.00%
NPS SS			0.00%
HH			0.00%
Total	1.00	0.94	94.00%
<b>Total</b>	<b>4,356.00</b>	<b>4,168.12</b>	<b>95.69%</b>

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 2022**  
**SUBJECT: B.1.e. APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL ASSOCIATED STUDENT BODY TO FULCRUM LEADERSHIP RETREAT – AUGUST 6-7, 2022.**

CONSENT

**ISSUE:** Shall the Board approve an overnight field trip for the Oak Park High School (OPHS) Associated Student Body(ASB) to Pacific Palisades, California?

**BACKGROUND:** Principal, Mat McClenahan, requests approval for this leadership retreat scheduled for August 6-7, 2022 in Pacific Palisades, CA. Approximately 31 students, and adult male and female chaperones will travel by district approved drivers in district vehicles. They will depart on Saturday, August 6<sup>th</sup> at approximately 8:15 a.m. and return on Sunday, August 7<sup>th</sup> at approximately 1 p.m. Students and chaperones will stay at Temescal Canyon in Pacific Palisades, CA. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved *Field Trip Planning/Checklist* have been met.

**FISCAL IMPACT:** The cost is \$150 per student (which includes tournament fees, lodging, and food). The balance will be funded from the ASB Leadership Account and is included in the ASB 2022-2023 Budget.

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

**GOAL:** In support of OPUSD Goal 5 – Continue to ensure that District-wide athletics, arts, enrichment, and extracurricular activities complement the academic mission of our schools.

**ALTERNATIVES:**

1. Approve overnight trip for OPHS ASB – Pacific Palisades, CA.
2. Do not approve overnight trip for OPHS ASB

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted:

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Jeff Davis, Ed.D.  
Superintendent

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Approve overnight trip for OPHS ASB – August 6-7 to Pacific Palisades, CA.

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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: MAY 17, 2022**

**SUBJECT: B.1.f. APPROVE DISPOAL OF OBSOLETE OR SURPLUS INSTRUCTIONAL MATERIALS AND/OR BOOKS**

CONSENT

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

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

**FISCAL IMPACT:** The estimated cost of the disposing the books is \$250 and is included in the 2021-2022 adopted budget.

**BOARD POLICY:** Pursuant to Board Policy BP 3270 - The Governing Board recognizes its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other personal property while providing up-to-date resources that facilitate student learning and effective district operations.

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

**ALTERNATIVES:**

1. Approve the sale and/or disposal of obsolete or surplus instructional materials, books, and/or library books.
2. Do not approve the sale and/or disposal of obsolete or surplus instructional materials.

**RECOMMENDATION:** Alternative #1

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

Respectfully submitted,

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Jeff Davis, Ed.D.,  
Superintendent

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

approve the sale and/or disposal of obsolete or surplus instructional materials, books, and/or library books

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

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

# Inventory of Surplus Or Obsolete Instructional Materials

Inventory of Surplus Or Obsolete  
Instructional Materials for 2021 - 2022 School Year  
**School Site: Oak View High School**  
**Date 5-17-2022**

Title	ISBN#	Publisher	Copyright Date	Quantity
Development Through the Lifespan	978-0-205-95760-6	Pearson	2014	19
Math for Financial Literacy	978-1-60525-786-0	Goodheart-Wilcox	2013	16
Food for Today	0-02-642980-2	Glencoe McGraw Hill	1997	13
Health	0-03-075324-4	Holt, Rinehart and Winston	1994	1
Discovering Food and Nutrition	0-02-642906-3	Glencoe McGraw Hill	1997	1
Foundations of Personal Finance Teachers Edition	987-1-60525-092-2	Goodheart-Wilcox	2010	1
Exploring Physical Science	0-13-418716-4	Prentice Hall	1997	
World History - Connections to Today	0-13-128334-0	Pearson Prentice Hall	2005	40
Economics Principles and Practices	0-07-860693-4	Glencoe	2005	15

# Inventory of Surplus Or Obsolete Instructional Materials

Inventory of Surplus Or Obsolete  
Instructional Materials for 2021 - 2022 School Year  
**School Site**      **OPIS**  
**Date**      **3-17-2022**

Title	ISBN#	Publisher	Copyright Date	Quantity
Reflections: The United States Making a New Nation	978-0-153-38503-2	Harcourt	2007	21
Reflections: The United States Making a New Nation Workbook	0-15-341480-4	Harcourt	2007	11
Relections: California: A Changing State	0-15-338502-2	Harcourt	2007	23
Reflections: California: A Changing State Workbook	0-15-341479-0	Harcourt	2007	7
Reflections: People We Know	0-15-338499-9	Harcourt	2007	9
Reflections: People We Know Workbook	0-15-341468-5	Harcourt	2007	5
Reflections: A Child's View	0-15-338498-0	Harcourt	2007	14
Reflections: A Child's View Workbook	0-15-341-467-7	Harcourt	2007	5
Reflections: Our Communities	0-15-338501-4	Harcourt	2007	17
Reflections: Our Communities Workbook	0-15-341478-2	Harcourt	2007	4
TE: Making a New Nation	0-15-342426-5	Harcourt	2007	3
TE: A Changing State	0-15-339719-5	Harcourt	2007	5
TE: People We Know	978-0-15-339717-2	Harcourt	2007	2
TE: A Child's View	0-15-339716-0	Harcourt	2007	2
TE: Our Communities	0-15-342424-9	Harcourt	2007	2
Our Communities Assessment Program	0-15-341492-8	Harcourt	2007	1
California: A Changing State Assessment Program	0-15-341493-6	Harcourt	2007	1
Biology	13-978-0-07-875713	McGraw Hill	2007	30
Finite Mathematics	0-471-32899-5	John Wiley and Sons	2004	7
America: Pathways to the Present	0-13-133510-3	Prentice Hall	2007	9
Macgruder's American Government	0-13-133579-0	Prentice Hall	2006	3

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 2022**  
**SUBJECT: B.2.a. REVIEW AND APPROVE DISTRICT THREE-YEAR TECHNOLOGY PLAN 2022-2025**

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DISCUSSION/ACTION

**ISSUE:** Shall the Board review and approve the District's updated three-year technology plan – 2022-2025?

**BACKGROUND:** On April 19, 2016 the Board approved the last Oak Park Unified Technology Plan. Over the last two years, the Technology Committee developed a new three-year plan that addresses curricular, professional development, hardware, software, and infrastructure needs. The plan also assures District compliance with State and Federal E-rate requirements. The updated plan was approved by the Technology Committee, along with the recommendation to present it to the Board for review and approval.

**FISCAL IMPACT:** Funding sources include General Fund, Unrestricted Lottery, Measure S, CTE funds, lease-to-own revenue, and other one-time funding opportunities (when available).

**BOARD POLICY:** Pursuant to Board Policy 0440 District Technology Plan - The Superintendent or designee shall develop, for Board approval, a comprehensive three-year technology plan based on both an assessment of current uses of technology in the district and identification of future needs.

**GOAL:** In Support of Goal 6.e. - Develop a multi-year fiscal plan to ensure sufficient funding for the Technology Master Plan.

**ALTERNATIVES:**

1. Approve the District's updated three-year technology plan as recommended by the District Technology Committee.
2. Do not approve the technology plan.

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted:

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Jeff Davis, Ed.D.  
Superintendent

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Review and Approve the District's updated three-year technology plan 2022-2025

Page 2

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

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

# District Technology Plan

## Oak Park Unified School District

July 1, 2022 - June 30, 2025



**Dr. Jeff Davis**

Superintendent

**Adam Rauch**

Assistant Superintendent, Business Services

**Stew McGugan**

Assistant Superintendent, Human Resources and Curriculum & Instruction

**Enoch Kwok**

Director of Technology

<https://bit.ly/opTechPlan2022-25>

# I. Background

The last district technology master plan covered 2016-2019 and helped position Oak Park Unified School District to respond quickly and effectively to the immense challenges of the COVID pandemic. Fortunately for the district, the technology plan guided the district toward the implementation of its Take-Home 1:1 Chromebook program which was expanded to grades 5-12 in the Fall of 2019, with additional 1:1 Chromebooks on carts in grades 3-4. By the time the pandemic caused the closure of schools to in-person instruction in March 2020, most of the teachers in the district were already familiar with managing 1:1 computing for instruction, and many students were already using Google Classroom for instruction. The years of investments in infrastructure, teacher training, and technical support paid off and allowed the district to pivot from in-person instruction to Distance Learning mode in just 7 days.

Oak Park teachers rose to the challenge and put together a world-class remote teaching and learning model that was been the envy of the county if not the region. It was not uncommon for teachers to utilize multiple computers and multiple video camera sources to engage students in both academic learning and social-emotional connection. The district had a full complement of aides - both instructional aides and special ed aides assisting students with learning and connecting in real-time through a virtual interface. Parents, students, and staff had regular access to in-person and remote tech support from Tech department staff who were equally comfortable running a walk-up help desk window or providing remote screen sharing-based tech support sessions. None of this would have been possible without the dedicated and targeted staff support provided by the technology Teachers on Special Assignment (TOSAs) who provided critical training, encouragement, and emotional support to so many staff who were being asked to step way out of their comfort zones to keep teaching, learning, and business functions rolling through unprecedented adversity.

This new three-year technology plan is a continuation of the 2016-19 plan and addresses some of the initiatives which were begun but not completed. It sets the stage for continued growth in the use of technology post-COVID pandemic and builds on the immense gains that the district has realized through having to adapt to Distance Learning and then Hybrid Learning over the past year.

This plan was developed by the district technology committee throughout the 2020-21 and 2021-22 school years under the extenuating circumstances of COVID mitigation and Distance/Hybrid learning and incorporates many of the lessons learned through the district's response to the pandemic. It was created by the district technology committee with representatives from teachers, students, parents, and administrators. The plan also received input from the district's Diversity and Equity Consultant, Dr. Terry Walker. It is composed of seven main sections in alignment with Administrative Regulation 0440 regarding the district technology plan:

- I. Background and Recent History
- II. Curriculum and Instruction
- III. Professional Development
- IV. Infrastructure
- V. Monitoring
- VI. Non-Instructional Uses Of Technology
- VII. Costs

This plan should be considered a living document and may be updated to address changing realities, emerging needs, new technologies, and unforeseen circumstances. Action Items listed under Goals may be adjusted during the year through the District Technology Committee to reflect new realities. This plan may also be revisited and updated once a pending district reorganization of the central office is completed.

## Recent History

### Growing through adversity

The District experienced accelerated progress in tech utilization for teaching and learning as a result of our pandemic response and switch to Distance/Hybrid learning. The District's successful switch from traditional to Distance Learning within the span of one week in March 2020 was rooted in the years of investments the district has made in building out infrastructure, teacher support, and the tech support team. The following two presentations outline the specific strategies and tools utilized by the district to accomplish those transitions.

- **Transition to Distance Learning in 7 days** (Spring 2020) see Appendix for presentation.
- **Opening School via Hybrid Learning** (Fall 2020) see Appendix for presentation.

### Highlights of Lessons Learned (from the presentations referenced above)

- Key to Success #1: Adequate Teacher Support. The district had pre-existing **cohorts of site-based instructional technology leaders**, the Curriculum Catalysts and District Innovators, working with the Technology TOSAs. These teacher leaders, who had been pioneering the use of technology, teaching strategies, and building collaborative relationships, became team leaders helping with the transition to Distance Learning. These cultivated relationships paid big dividends when we had to build and deploy our DL strategy within 1 week's time. While it was a difficult first few weeks, all teachers were part of a small team with a clear chain of command/communication through which support was provided and everyone knew where they could turn to for help and support.
- Key to Success #2: Prior investments in Infrastructure and Support. The district's recent investments in technology **infrastructure, devices, and support** were key to a rapid turnaround into DL. The expansion of our 1:1 Take-Home Chromebook Program to grades 5-12 in Fall 2019 and our 1:1 cart-based Chromebooks for grades 3-4, meant that students and teachers were already familiar with the technology around Distance Learning. Most districts struggled for months to spin up a DL program because they did not have a take-home 1:1 device program, and teachers were not properly trained nor supported on how to effectively teach using all online tools. Because OPUSD had already been engaged with our 1:1 Chromebook program, our teachers and students could focus on teaching and learning instead of how to acquire and then learn how to use the technology.
- **Elementary and secondary needs are very different** and benefit from support that is targeted to their specific needs. This was the first year in a while we have had TOSAs with Elementary AND Secondary experience at the same time. When it came time to open school under a DL in the Fall and reintroduction to Return to Campus under Hybrid mode this Spring, having TOSAs with specific experience in Elementary and Secondary allowed a much more effective planning and training process better tailored to teachers' unique needs at their grade level. (One size TOSA does not fit all.) Many mistakes and inefficiencies were avoided by having a TOSA voice with Elementary and another TOSA voice with Secondary experience.
- **Adequate staffing of technical support staff** was also critical for success. During the pandemic, the district technology department became the district's operations department. All business and teaching/learning activities became dependent on technology, and it took a heroic effort by the tech support team to keep everything running as smoothly and reliably as possible. Tech staff were the first to be on the front lines distributing computers to the public and maintained a daily in-person Help Desk Window accessible to parents, students, and district staff members. These unsung heroes put themselves in harm's way and had to be split into two cohorts who kept apart from each other so that one team's exposure to COVID would not take out the entire department's ability to provide support (which did happen on more than one occasion.) Without adequate tech support staffing, teaching/learning and business functions would have ground to a halt.

- OPUSD also had a **virtual PD platform, Alludo**, in place to support staff. We saw the highest participation rates in the history of OPUSD PD. Alludo was used as a training tool to bring onboard new and guest teachers, and to provide training for aides. (Take a Hike!) Alludo allowed teachers to access online training resources at their own pace and schedule and provided extra incentive and motivation due to its gamified approach.
- **Virtual Tech Support** - The Tech Department employed Remote Desktop strategies for virtual tech support without needing the tech to be physically in front of the computer to solve many problems. This increased efficiency and broadened access to timely tech support. Tech TOSAs were able to provide teacher critical support and coaching through virtual office hours.

Looking toward the future.

- Recognize headwinds of potential declining enrollment and constrained funding.
- Switch student devices and 1:1 program funding away from Bond funds (Measure S) and toward the general fund or other sources.
- Critical legacy platforms that need to be updated
  - SMARTboard→ Flat Panel Displays
  - Network switching infrastructure is aging and will soon reach its End Of Support by the vendor.
  - Wireless network
  - Investigate replacing some computer labs with Virtual Desktop Infrastructure (VDI)

## II. Curriculum

This section of the tech plan focuses on how technology enhances curriculum and instruction.. Resources that informed the planning for this section include:

- Section 51871.5 of the Education Code (also known as AB307 “Chavez” bill) describes the need for districts to develop a plan to teach digital citizenship skills and include 1) ethical uses of technology, 2) internet safety, 3) plagiarism, 4) copyright, 5) illegal file sharing.
- OPUSD Elementary Tech Skills Matrix (2016) see Appendix
- California Computer Science Standards mapped to K-5 (2018) see Appendix
- Board Report: Transforming Computer Labs into Creativity & Innovation Spaces (2019) see Appendix

Three main Curriculum areas of focus are addressed in the 2022-25 tech plan: 1 to 1 Computing, Digital Citizenship, and Creativity/Innovation Spaces. Action items are described for each of the next three years to achieve those goals. As with all “plans” the action items are **aspirational** and may need to be revisited regularly to conform them to emerging realities, shifting conditions, and changing access to resources.

### Goals

- A. 1:1 Computing - To maintain 1:1 computing in grades 1-12 (iPads, 1-2 and Chromebooks, 3-12) and work towards 1:1 in grades DK-1 (iPads)
- B. Digital Citizenship DK-12 - To create age-appropriate Digital Citizenship and Information Literacy curriculum for all grade bands (DK-2, 3-5, 6-8, 9-12).
  1. In Middle School provide 3 Digital Citizenship Assemblies led by a digital citizenship consultant
  2. In High School, provide 3 Digital Citizenship Assemblies led by a digital citizenship consultant
  3. In Grades DK-5, teachers will be implementing lessons provided on the Elementary DigCit Curriculum Hyperdoc with the goal of revising these lessons and integrating lessons into instruction
- C. Innovation Spaces
  1. Staff appropriately with qualified instructors
  2. Continue transition to Innovation Spaces at all 3 elementary schools.
  3. Tech TOSAs will act as Innovation Space Coordinators.

### Action Items

#### Year 1 - 2022-2023

- A. 1:1 Computing
  1. DK-2 - Consider moving to 1:1 classroom-based iPad carts in Grade K. (Gr1-2 are 1:1, DK/K are 2:1 at beginning of Year 1)
  2. 3-4 - 1:1 classroom-based Chromebook carts.
  3. 5-12 - Continue with LTO, Parent Purchase, or Borrow Chromebook programs.
  4. Purchase 800 Chromebooks for annual maintenance of 1:1 program.
- B. Digital Citizenship DK-12
  1. DK-5: TOSAs will provide an age-appropriate, Elementary Digital Citizenship Curriculum (see Appendix for Hyperdoc) covering [Common Sense Media](#) topics (as appropriate): Copyright/Fair Use, Cyberbullying, Information Literacy, Plagiarism, Internet safety/Personal Information. TOSAs will collaborate with a digital citizenship consultant and instructional innovators to revise lessons for the upcoming year. Begin building out a new OPUSD Digi Cit Gameboard lesson map (see

Appendix). Lessons spiral by grade bands over three years ensuring comprehensive coverage of topics over three years for a given cohort of students.

- Accountability: Teachers will visit Alludo to document the lesson taught and report their teaching. Principals will hold teachers accountable for their lesson documentation.
- 2. 6-8: TOSA(s) in collaboration with a consultant to create and deliver assemblies on topics such as - Media Balance & Well-being, Privacy & Security, Digital Footprint & Identity, Relationships & Communication, Cyberbullying, Digital Drama, & Hate Speech, and News & Media Literacy. There will be 3 Digital Citizenship Assemblies led by a consultant
  - Accountability- Present “assembly” to students and interact in discussion points.
- 3. 9-12 at OPHS: TOSAs in collaboration with a consultant create and deliver assemblies on topics such as Media Balance & Wellbeing, Privacy & Security, Digital Footprint & Identity, Relationships & Communication, Cyberbullying, Digital Drama, & Hate Speech, and News & Media Literacy. There will be 3 Digital Citizenship Assemblies led by a consultant
  - Accountability- Present “assembly” to students and interact in discussion points.
- 4. 9-12 at OVHS: TOSAs in collaboration with OVHS instructional innovator representative, Susan Allen, will create lessons on topics such as Media Balance & Well-being, Privacy & Security, Digital Footprint & Identity, Relationships & Communication, Cyberbullying, Digital Drama, & Hate Speech, and News & Media Literacy -There will be 3 Digital Citizenship lessons led by staff at Oak View High School
  - Accountability- Engage students in lessons and document evidence in Alludo

#### C. Innovation Spaces

1. Update job description and reclassify position from computer lab Instructional Aide I to Innovation Lab Specialist - Instructional Aide III. Increase hours per week (greater than 18.75 hr/week - and up to near full time/full time if funding allows)
2. Hire and train new Innovation Lab Specialist(s) as needed to fill vacancies.
3. Tech TOSAs will make use of training from KCI (Krause Center for Innovation) to function as Innovation/Maker Space coordinators over the Innovation Lab Specialists.
4. Department of Technology in collaboration with Curriculum and Instruction staff and site administration will create a clear plan for the transformation and communicate the vision to elementary staff.

### Year 2 - 2023-2024

#### A. 1:1 Computing

1. DK-2 - 1:1 classroom-based iPad carts (consider switching grade 2 to Chromebooks).
2. 3-4 - 1:1 classroom-based Chromebook carts.
3. 5-12 - Continue with LTO, Parent Purchase, or Borrow Chromebook programs.  
Purchase 800 Chromebooks for annual maintenance of the 1:1 program.

#### B. Digital Citizenship DK-12.

1. DK-5: TOSAs will provide professional development and collaborate with Instructional Innovators on the implementation of digital citizenship skills and how to integrate these skills into instruction. Continue building out new OPUSD Digi Cit Gameboard lesson map (see Appendix). Lessons spiral by grade bands over three years ensuring comprehensive coverage of topics over three years for a given cohort of students.
2. 6-8: TOSAs in collaboration with a consultant will create and deliver assemblies on topics such as Media Balance & Well-being, Privacy & Security, Digital Footprint & Identity, Relationships & Communication, Cyberbullying, Digital Drama, & Hate Speech, and News & Media Literacy. There will be 3 Digital Citizenship Assemblies led by Lori Getz during a scheduled assembly day.
3. 9-12: TOSA(s) in collaboration with a consultant will create and deliver on topics such as Media Balance & Well-being, Privacy & Security, Digital Footprint & Identity, Relationships & Communication, Cyberbullying, Digital Drama, & Hate Speech, and News & Media Literacy - to address gaps in current curriculum identified in Year 1. Lessons will be taught during the school day through assemblies led by a consultant.

### C. Innovation Spaces

1. Hire and train new Innovation Lab Specialists as needed.
2. Inventory/Maintain/Restock lab equipment/materials and identify remaining life span, phase out equipment/materials that have expired or are no longer relevant, research new equipment/materials to further support student learning.
3. TOSAs will continue to work with Elementary Instructional Innovators to make any necessary revisions to the scope and sequence of the activities in the lab.

### Year 3 - 2024-2025

#### A. 1:1 Computing

1. DK-2 - 1:1 classroom-based iPad carts.
2. 3-4 - 1:1 classroom-based Chromebook carts.
3. 5-12 - Continue with LTO, Parent Purchase, or Borrow Chromebook programs.  
Purchase Chromebooks for annual maintenance of the 1:1 program.

#### B. Digital Citizenship DK-12.

1. DK-5: TOSAs will provide professional development and collaborate with Instructional Innovators on the implementation of digital citizenship skills and how to integrate these skills into instruction. Continue building out new OPUSD Digi Cit Gameboard lesson map (see Appendix). Lessons spiral by grade bands over three years ensuring comprehensive coverage of topics over three years for a given cohort of students.
2. 6-8: TOSAs in collaboration with a consultant will create and deliver assemblies on topics such as Media Balance & Well-being, Privacy & Security, Digital Footprint & Identity, Relationships & Communication, Cyberbullying, Digital Drama, & Hate Speech, and News & Media Literacy. There will be 3 Digital Citizenship Assemblies led by Lori Getz during a scheduled assembly day.
3. 9-12: TOSA(s) in collaboration with a consultant will create and deliver on topics such as Media Balance & Well-being, Privacy & Security, Digital Footprint & Identity, Relationships & Communication, Cyberbullying, Digital Drama, & Hate Speech, and News & Media Literacy - to address gaps in current curriculum identified in Year 2. Lessons will be taught during the school day through assemblies led by a consultant.

#### C. Innovation Spaces

1. Hire and train new Innovation Lab Specialists as needed.
2. Inventory/Maintain/Restock lab equipment/materials and identify remaining life span, phase out equipment/materials that have expired or are no longer relevant, research new equipment/materials to further support student learning.
3. Investigate the potential for creating a position of Innovation Lab Coordinator. Main duties would include training and giving leadership/guidance to the innovation lab specialists, ensuring elementary lab activities are aligned with and feed into middle school innovation lab priorities. The position could be credentialed and might take the place of one of the elementary lab specialists, relieving the TechTOSAs to concentrate on other areas in the district.

### III. Professional Development

Staff training is the key to ensuring that technology tools are used appropriately and effectively and do not turn into expensive underutilized artifacts that sit in the corner gathering dust. TOSAs and Tech Learning Coaches (TLCs) have proven to be the keys to guiding, encouraging, and empowering teachers and staff to learn new skills and methods of using technology effectively. They translate the hardware and software tools into attainable steps of growth and provide the all-important human and relational element that bridges the gap between fear of the unknown and unfamiliar to a confidence that a new skill can make a positive difference in the instructional setting. This section of the tech plan focuses on providing instructional support and professional development to best utilize the technology tools available. Three areas of focus are instructional support staffing, site tech leadership, and professional development along with their annual action items.

#### Goals

- A. Instructional Support Staffing - To appropriately staff tech support leadership roles (two district Tech TOSAs, Innovation Spaces Coordinator, Elementary & Secondary TLC)
- B. Teacher Leaders - To support cross-site instructional technology articulation/collaboration through the District Instructional Innovators.
- C. Professional Development/Teacher Support - To continue offering a variety of staff learning opportunities through Alludo & virtual/in-person BuyBack sessions.

#### Action Items

##### Year 1 - 2022-2023

- A. Tech Staffing
  - 1. Maintain tech staffing (two Tech TOSAs)
  - 2. Investigate/secure funding sources for long-term Innovation Spaces Coordinator and TLCs.
- B. Teacher Leaders
  - 1. Secondary Instructional Innovators - Reinstate the group and fill position gaps. Work on secondary digital citizenship. Work with Principals to designate 5-10 minutes for DI to open staff meetings with a new piece of information/tip/trick or best practice.
  - 2. Elementary Instructional Innovators - Revamp digital citizenship curriculum based on Common Sense Media to include grade level band lesson plans.
- C. Professional Development/Teacher Support
  - 1. Tech TOSAs will continue to offer on-demand support and
  - 2. BuyBack offerings - Provide training on new flat panel displays. Focus beginning of year PD on social-emotional learning, trauma-informed practice, teacher wellness, and MTSS as well as instructional technology.
  - 3. Alludo - Continue to add new activities to Alludo missions level 4, and strategize ways to keep staff engaged and motivated.

##### Year 2 - 2023-2024

- A. Tech Staffing
  - 1. Maintain current tech staffing (Elementary & Secondary TOSA, Elementary TLC).
  - 2. Hire additional tech staff as funding permits.
  - 3. Continue to investigate/secure funding sources for long-term Innovation Spaces Coordinator/trainer and Secondary TLC.
- B. Teacher Leaders

1. Secondary Instructional Innovators - Continue to work on secondary digital citizenship. Continue to work with Principals to designate 5-10 minutes for DI to open staff meetings with a new piece of information/tip/trick or best practice. Introduce/Review EduProtocols lessons and activities.
  2. Elementary Instructional Innovators- Continue a digital citizenship curriculum based on Common Sense Media to include grade-level lesson plans. Introduce EduProtocols lessons and activities.
- C. Professional Development/Teacher Support
1. TOSA virtual Drop-in hours - Continue to offer, find times that work with the 2023-24 school schedule
  2. BuyBack offerings - Be responsive to the needs of staff.
  3. Alludo - Continue to add new activities to Alludo missions to level 5, and strategize new ways to keep staff engaged and motivated.

### Year 3 - 2024-2025

- A. Tech Staffing
1. Maintain current tech staffing (Elementary & Secondary TOSA, Elementary TLC).
  2. Hire additional tech staff as funding permits.
  3. Continue to investigate/secure funding sources for long-term Innovation Spaces Coordinator and Secondary TLC.
- B. Teacher Leaders
1. Secondary Instructional Innovators - Continue to work on secondary digital citizenship. Continue to work with Principals to designate 5-10 minutes for DI to open staff meetings with a new piece of information/tip/trick or best practice. Introduce/Review EduProtocols lessons and activities.
  2. Elementary Instructional Innovators- Continue a digital citizenship curriculum based on Common Sense Media to include grade-level lesson plans. Introduce EduProtocols lessons and activities.
- C. Professional Development/Teacher Support
1. TOSA virtual Drop-in hours - Continue to offer, find times that work with the 2024-25 school schedule
  2. BuyBack offerings - Be responsive to the needs of staff.
  3. Alludo - Continue to add new activities to Alludo missions in new areas, and strategize ways to keep staff engaged and motivated.

## IV. Infrastructure (Network)

This section of the Tech Plan describes the infrastructure components that need to be acquired, refreshed, and maintained over the next three years to enable the district to carry out its educational mission. Key planning documents that map out the need for infrastructure and device refresh for the next 15 years that were used to inform the goals and action items are:

- Chart of Network [INFRASTRUCTURE](#) lifecycles -updated 12/15/2021
- Chart of Computing [DEVICES](#) lifecycles - updated 12/15/2021

For the 2022-25 Tech plan, there are three main areas of focus for infrastructure and device acquisition:

### Goals

- SMARTboard refresh with Flat Panel Displays
- Computer Device Refreshes
- Network Infrastructure Refresh/Upgrades

### Action Items

#### Year 1 - 2022-2023

- A. Flat Panel Displays
  1. Replace malfunctioning Smartboards with flat panel displays during Summer and Winter breaks
- B. Computer Refreshes
  1. Chromebook 1:1 maintenance (800 quad-core Chromebooks)
  2. Consider bringing K to 1:1 iPad ratio by purchasing 180 devices
  3. Elementary innovation lab desktop refresh (3 x 10 devices = 30 devices)
  4. Investigate Virtual Desktop Infrastructure (VDI) as an alternative to discrete computer lab refreshes. (C-1 Architecture engineering lab test of VDI for proof of concept)

#### Year 2 - 2023-2024

- A. Flat Panel Displays
  1. Replace malfunctioning Smartboards with flat panel displays during Summer and Winter breaks
- B. Computer Refreshes (either discrete labs or DO based VDI)
  1. HS Yearbook lab (18 desktops)
  2. HS Foreign Language AP lab (36 desktops)
  3. MS Graphic Arts mobile computing lab.
- C. Network
  1. Refresh the district's network switches (5 Core Switches, 45 master switches, 60 edge switches)
  2. Refresh the district's WiFi system with a WiFi6x class system to take advantage of next-generation WiFi specs.

#### Year 3 - 2024-2025

- A. Flat Panel Displays
  1. Replace malfunctioning Smartboards with flat panel displays during Summer and Winter breaks
- B. Computer Refreshes, Investigate VDI
  1. MCMS D1 Tech Lab Refresh
- C. Network
  1. HS and MS Server refresh
  2. Backup appliance refresh (VEEAM)
  3. Security camera server refresh

## V. Monitoring

The Director of Technology provides a weekly summary of technology accomplishments, developments, and success stories to the district cabinet and the governing board. (a.k.a. Friday Notes for Technology)

The Technology Director meets monthly with the District Leadership Team and the Principal's Group to discuss technology's impact on teaching and learning practices and to solicit feedback about ways to improve its technology services.

The Technology Director meets monthly with the District Technology Committee to discuss technology's impact on teaching and learning practices and to discuss and evaluate changes to the technology program, planning, and allocation of resources to better meet the needs of the district's educational mission.

The District Technology Committee receives requests for new technology resource allocations and approves those requests and/or makes recommendations to Governing Board to proceed with major purchases.

The District Technology Committee meets monthly to discuss and evaluate the success of programs being implemented, identify the needs of teachers, students, and staff, and determine the best procedures for addressing those needs. The Technology Committee is comprised of representatives from all levels, and representatives are able to bring site-based concerns and requests to the committee.

Instructional Technology Specialists (Tech TOSAs) meet regularly with site representative technology leaders (instructional innovators/catalysts) to discuss progress and develop solutions to roadblocks to effective use of technology in the classroom.

## VI. Non-Instructional Uses of Technology

Technology tools managed by the technology department to improve governance, safety, and communications include:

- **Parent Square** community notification systems - site/class/group-based email, text message, and app-based private communications platform. Used for site-to-home communications, and emergency messaging and is shared with parent organizations for a single platform for parents to stay informed about the site, district, and parent group messages.
- **Blackboard (Schoolwires) Web Community Manager** - District website hosting platform
- **Avigilon Security Camera System** - provides state-of-the-art surveillance that is accessible from desktop workstations as well as mobile devices. Access has been shared with the sheriff's department to enhance safety and streamline responses to emergencies by law enforcement.
- **Social Media** - The office of the superintendent as well as site administrators utilize social media tools including **Facebook** and **Twitter** to help publicize the amazing things that are going on in Oak Park USD.

## VII. Cost

The Business Department's plan is to utilize unrestricted lottery funds to create an annual budget for technology (to be used for purchasing student devices). Additionally, when possible, the district will take advantage of other funding opportunities to contribute toward technology needs. This includes lease-to-own revenue, CTE funding, and other one-time funding opportunities that become available. As outlined in the Measure S Framework, Measure S resources will be used for Network Infrastructure, classroom displays (replacing SMARTboards with flat panel displays), and staff computing devices.

Technology 12yr Projections and Timeline - see Appendix for full spreadsheets.

- 12 Year [COST SUMMARY](#) updated 3/16/2022 showing estimated costs year by year for infrastructure and devices.
- [INFRASTRUCTURE](#) life cycles updated 12/15/2021 showing replacement schedule for network hardware
- [DEVICES](#) life cycles updated 12/15/2021 showing replacement schedule for computing devices

Over the next three years, the timeframe covered under this technology plan, the cost for infrastructure and device replacement is estimated to be approximately \$3,715,000. Of that amount, \$1,670,000 would be for infrastructure and staff devices (funded via Measure S), and \$2,045,000 would be for student devices (not funded by Measure S).

Over the next 12 years, (through the 2033-34 school year) the total cost for technology infrastructure and devices is estimated to be \$13,731,000.

# APPENDIX

## Technology Projection Spreadsheets

- A. Technology [Cost Summary 12-year Projection spreadsheet](#)
- B. Technology [Infrastructure Life Cycle plan through 2035 spreadsheet](#)
- C. Technology [Devices Life Cycle plan through 2035 spreadsheet](#)

## Presentations and Resources Referenced

- D. Transition to Distance Learning in 7 days (Spring 2020) <https://bit.ly/OPdlOverview2020>
- E. Opening School via Hybrid Learning (Fall 2020) <https://bit.ly/OPtechupdateFall2020slides>
- F. Elementary Tech Skills Matrix (2016) [https://bit.ly/OPtechSkillsMatrixK-5\\_2016](https://bit.ly/OPtechSkillsMatrixK-5_2016)
- G. Computer Science Standards in mapped to K-5 (2018) [http://bit.ly/OPUSD\\_compsci\\_standards](http://bit.ly/OPUSD_compsci_standards)
- H. Transforming Computer Labs into Creativity & Innovation Spaces (2019) <http://bit.ly/OPlabs2019metamorphosis>
- I. Elementary Digital Citizenship Curriculum Hyperdoc (2021) - <https://bit.ly/opElemDigiCitCurricHyperdoc>
- J. OPUSD Digital Citizenship Gameboard - <http://bit.ly/OPdigidigitgameboard>
- K. Previous District Technology Plan 2016-2019 <https://bit.ly/OPtechPlan2016-19>

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 2022**

**SUBJECT: B.2.b. APPROVE 2022-2023 SCHOOL HANDBOOK/DISCIPLINE PLANS**

**ACTION**

**ISSUE:** Shall the Board of Education review and approve the 2022-2023 Handbooks/Discipline Plan?

**BACKGROUND:** Education Code 35291.5 requires each public school to adopt rules and procedures on school discipline applicable to the school. In developing the rules and procedures, each school is to solicit the participation, views, and advice of parents, teachers, school administrators, and in some cases, students. Each year the schools review their handbooks to make sure they match practices and that there is uniformity within the District. School Handbooks can be accessed at this link: <https://bit.ly/3rhMxao>. The handbook for Oak Park High School is not included for board approval since staff is still working on revising some sections and we hope to bring it to the board next month.

**FISCAL IMPACT:** N/A

**BOARD POLICY:** Pursuant to Board Policy BP 5131 - The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

**GOAL:** N/A

**ALTERNATIVES:** 1. Review and approve 2022-2023 Handbook/Discipline Plans as presented.  
2. Do not approve 2022-2023 Handbook/Discipline Plans.

**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.	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 2022**

**SUBJECT: B.2.c. APPROVE 2021-2022 SCHOOL PLAN FOR STUDENT ACHIEVEMENT ACTION**

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**ISSUE:** Shall the Board of Education approve each site's School Plan for Student Achievement?

**BACKGROUND:** The School Plan for Student Achievement (SPSA) is meant to consolidate all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), pursuant to the California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by Every Student Succeeds Act (ESSA).

The School Site Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications in the plan to reflect changing needs and priorities, as applicable, pursuant to EC 52853(b) and 52855.

The implementation of ESSA in California presents an opportunity for schools to innovate with their federally funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF). LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. The School Plans for Student Achievement for all schools are available at this link: <https://bit.ly/3skNBuJ>

**FISCAL IMPACT:** None

**BOARD POLICY:** Pursuant to Board Policy BP 0420 - The Governing Board believes that comprehensive planning is necessary at each school in order to focus school improvement efforts on student academic achievement and facilitate the effective use of available resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.

**GOAL:** In Support of OPUSD Goals:  
1.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.  
6. Use resources responsibly to maintain a balanced budget this year and in subsequent years.

**ALTERNATIVES:** 1. Approve the School Plan for Student Achievement for each site.  
2. Do not approve the School Plan for Student Achievement for each site

**RECOMMENDATION:** Alternative #1

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Approve 2021-22 School Plan for Student Achievement

Page 2

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Prepared by:

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

Respectfully submitted,

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Jeff Davis, Ed.D.,  
Superintendent

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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: MAY 17, 2022**

**SUBJECT: B.2.d. APPROVE INSTRUCTIONAL MATERIALS FOR OAK PARK  
INDEPENDENT SCHOOL MUSIC APPRECIATION CP COURSE**

**ACTION**

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**ISSUE:** Shall the Board approve instructional materials for Oak Park Independent Schools Music Appreciation CP Course?

**BACKGROUND:** On March 15, 2022 the Board of Education approved the Music Appreciation Course as a General Elective for Oak Park Independent School. Following approval of the new course, the school seeks to add a textbook to support instruction in the course. This textbook is being recommended by the OPUSD Curriculum Council, which voted unanimously in favor of presenting this course to the board at their May 17, 2022, meeting.

**FISCAL IMPACT:** The estimated cost for 16 textbooks plus online access is \$2897.28. Funding source is Restricted Lottery Funds and will be included in the proposed 2022-23 adopted budget.

**BOARD POLICY:** Pursuant to Board Policy BP 6161.1 - The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law.

**GOAL:** In Support of OPUSD Goals:  
Goal 1d. Ensure availability of quality resources, technology support, and professional development to staff.  
Goal 3. Inform and prepare students for college and career success.  
Goal 5 Continue to ensure that District-wide athletics, arts, enrichment, and extracurricular activities complement the academic mission of our schools.

**ALTERNATIVES:** 1. Approve the request for instructional materials at Oak Park Independent School for the Music Appreciation Course  
2. Do not approve the request for instructional materials at Oak Park Independent School

**RECOMMENDATION:** Alternative #1

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

Respectfully submitted,

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Jeff Davis, Ed.D.,  
Superintendent

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Approve Instructional Materials for Oak Park  
Independent School Music Appreciation CP Course  
Page 2

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

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

**Course/Grade:** 9-12 HS

**Text Title:** The Enjoyment of Music

**Author/Publisher:** W.W. Norton & Co.

**Date of Publication:** 14th edition

OPUSD Teacher Approval Date: **2/1/2022**

OPUSD Dept Chair (6-12 only) Approval Date: **2/1/2022**

Site Admin Approval Date: **2/1/2022**

OPUSD Admin Approval Date: **4/27/2022**

**CC First Reading Date: May 3, 2022**

**CC Recommendation Date: May 17, 2022**

**Text Description:**

This course emphasizes the study of music history beginning with the early Middle Ages and continuing through 21st century contemporary music. Students will learn the elements of music including the structure of musical compositions. Students will develop critical thinking, analytical, and listening skills in studying the development of Western Music including music history, theory, structure, form, style, and composers representative of but not limited to the Western classical tradition. The second semester presents the modern musical traditions since 1900. (Adapted from Oxnard Union HSD and Madera USD A-G “F” Elective).

[Text overview](#)

**Reason for Requesting a New Text:**

New course at OPIS

**State Standards Addressed:**

Understanding and evaluating how the arts convey meaning.

[Anchor standard #7,8, and 9](#) (pg 9)

Relating artistic ideas and work with personal meaning and external context.

[Anchor standard #11](#) (pg 9)

**District Goals Addressed:**

**Goal 1d-** Ensure availability of quality resources, technology support, and professional development to staff.

**Goal 5-** Continue to ensure that District-wide athletics, arts, enrichment, and extracurricular activities complement the academic mission of our schools.

**Goal 5f-** Develop connections between CTE Pathways and the arts.

**Process for Selecting This Text**

Reviewing A-G course approval and text used by approved programs. OPIS teachers reviewed two text options and decided on this copy as a best fit for the independent learning model of OPIS.

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 2022**

**SUBJECT: B.2.e. REVIEW THE DRAFT LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)**

INFORMATION/DISCUSSION

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**ISSUE:** Shall the Board Review and Discuss Local Control and Accountability Plan (LCAP)?

**BACKGROUND:** The Local Control and Accountability Plan (LCAP) is a tool for local educational agencies to set goals, plan actions, and leverage resources to meet those goals to improve student outcomes. Staff will share the Draft Annual update of the LCAP with the Board at this meeting. This Draft includes Educational Partner input as well as updated data for Metrics related to the LCAP Goals and Actions. The draft LCAP is available at this link: <https://bit.ly/3kQYJLv>.

**FISCAL IMPACT:** N/A

**BOARD POLICY:** Pursuant to Board Policy - BP0460: The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices

**GOAL:** In Support of District Goals,  
Goal 1B: 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.  
Goal 2A: 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.  
Goal 2D: Evaluate and improve processes for student access to courses and counselors including increased academic and college counseling.  
Goal 2E: Maintain our relationship with Challenge Success at MCMS and OPHS and explore expansion of this program.  
Goal 3: Inform and prepare students for college and career success.  
Goal 5B: Provide opportunities to a wide segment of the school population with the goal of meeting equity guidelines.

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

Respectfully submitted,

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Jeff Davis Ed.D.,  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 2022**

**SUBJECT: B.2.f. ADDENDUM TO COLLEGE AND CAREER ACCESS PATHWAYS  
PARTNERSHIP AGREEMENT BETWEEN VENTURA COUNTY  
COMMUNITY COLLEGE DISTRICT AND OAK PARK UNIFIED  
SCHOOL DISTRICT**

**ACTION**

**ISSUE:** Shall the Board approve the addendum to the College and Career Access Pathways (CCAP) Partnership Agreement between Ventura County Community College District(VCCCD) and Oak Park Unified School District (OPUSD)?

**BACKGROUND:** The Board of Education approved the CCAP Partnership Agreement at the February 15, 2022 meeting. This addendum is requested by VCCCD in order to secure staffing and resources for Dual Enrollment courses offered in the 2022-2023 school year.

**FISCAL IMPACT:** N/A

**BOARD POLICY:** N/A

**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 Addendum to CCAP Dual Enrollment Partnership Agreement between VCCCD and OPUSD.  
2. Do not approve the Addendum.

**RECOMMENDATION:** Alternative #1

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

Respectfully submitted,

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Jeff Davis, Ed.D.,  
Superintendent

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Approve Addendum to CCAP Partnership Agreement Between  
VCCD and OPUSD Page 2

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

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

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

**OAK PARK UNIFIED SCHOOL DISTRICT  
THROUGH  
*Oak Park High School***

**AND**

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

- 1. BACKGROUND** OAK PARK UNIFIED SCHOOL DISTRICT ("OPUSD") and the VENTURA COUNTY COMMUNITY COLLEGE DISTRICT ("VCCCD") entered into a "College and Career Access Pathways Partnership Agreement" (the "Agreement") on June 25, 2019 in order to meet the goals specified in Assembly Bill 288. The Agreement, as approved by OPUSD's Board of Education and VCCCD's Board of Trustees, sets forth parameters within which a specific OPUSD high school (the "School") and a specific VCCCD constituent college (the "College") (Moorpark College, Oxnard College, Ventura College) may enter into an addendum that allows for additional terms and conditions that define how the Agreement will be implemented between the School and the College. This Addendum Is authorized pursuant to Section 1.8 of the Agreement and is entered into by the School and the College listed below.

**2. PARTIES TO THE ADDENDUM**

School: Dr. Jeff Davis

***Superintendent***

Address: 5801 Conifer Street

Oak Park, Ca 91377

Contact: Dr. Jay Greenlinger

***Director, Curriculum and Instruction***

Phone: 818-735-3271

Email: [jgreenlinger@opusd.org](mailto:jgreenlinger@opusd.org)

School: Dr. Julius Sokenu

***President***

Address: 7075 Campus Road

Moorpark, Ca 93021

Contact: Mary Rees

***Vice President Academic Affairs***

Phone: 805-553-4721

Email: [MRees@vcccd.edu](mailto:MRees@vcccd.edu)

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

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

### **4. TERMS SPECIFIC TO THIS ADDENDUM**

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

4.1 Describe the courses to be offered and the days/times/location: (*Must meet minimum instructional minute requirement*). The courses offered are for the purposes of: 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. The approved courses are listed in Appendix A to the Agreement:

- BUS M30: Intro to Business
  - Semester: Fall 22
  - Days: Mon, Wed
  - Times: 3:45-5:00 pm
  - Location: OPHS
- NS M19: Medical Terminology
  - Semester: Fall 22
  - Days: Online
  - Times: Asynchronous
  - Location: N/A
- Spring 22 TBD

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

- Persistence/Retention Rate
- College Class(es) Success Rate
- Completion of 10 or more VCCCD college units
- College Readiness (i.e. improved AP, SAT, or ACT scores)
- California School Dashboard
  - Chronic Illness Data

- Suspension Rate data
- English Learner Progress Data
- HS Graduation Rate
- College/Career Indicator Data

4.3 Identify the party responsible for obtaining parental consent:

- High School Counselor Liaison

4.4 Describe the facilities to be used:

- Classroom(s) at Oak Park High School
- Online platform (Zoom, Google Meets, or Microsoft Teams)

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

- Books will be covered by the institution receiving apportionment for the dual enrollment class(es). In some cases, the cost will be split between the College and the School.

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

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

4.7 Pursuant to Section 1.12 of the Agreement, the parties to this Addendum understand and agree that instruction will not begin until funding is specified in this Addendum.

## **5. STUDENT RECORDS**

The School shall be responsible for capturing and maintaining required student information.

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

The School shall file a copy of this Addendum with:

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

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

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

OPUSD HIGH SCHOOL

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

Name: Dr. Jeff Davis

Title: Superintendent or Designee

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

VCCCD COLLEGE

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

Name: Mary Rees

Title: VP of Academic Affairs, Moorpark College

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 1<sup>st</sup> 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: 2.15.2022

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

- 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).
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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  
MOORPARK COLLEGE  
[www.moorparkcollege.edu](http://www.moorparkcollege.edu)

Printed name

OXNARD COLLEGE  
[www.oxnardcollege.edu](http://www.oxnardcollege.edu)

Date  
VENTURA COLLEGE  
[www.venturacollege.edu](http://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: 2.15.2022

OAK PARK UNIFIED SCHOOL DISTRICT

By: Dr. Jeff Davis  
Dr. Jeff Davis  
Superintendent

SIGN HERE

Date: 01/14/2022

VENTURA COUNTY COMMUNITY COLLEGE  
DISTRICT

By: Dr. Cynthia Herrera  
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]**

<b>Course Title:</b>	
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: MAY 17, 2022**  
**SUBJECT: B.3.a. ACCEPT OAK PARK CITIZENS' OVERSIGHT COMMITTEE ANNUAL REPORT FOR BOND MEASURE S**

ACTION

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**ISSUE:** Shall the Board receive and accept the annual report of the Oak Park Citizens' Oversight Committee for Measure S?

**BACKGROUND:** A major provision of Bond Measure S is the establishment of a citizens' oversight committee to monitor the use of monies expended from these sources. As required by its bylaws, the full membership of the Board-appointed committee met four times. On April 27, 2022, the full Committee met to complete and approve its annual report for Measure S. The written report is included with this agenda, and it is anticipated that a member of the Oak Park Citizens' Oversight Committee will present the report at this evening's meeting.

**FISCAL IMPACT:** None; submittal and acceptance of the Bond Oversight Committees' annual report fulfills its obligation under Article XIII. B of the State Constitution to report to the Board and community on bond expenditures.

**BOARD POLICY:** Pursuant to Board Policy 7214 Facilities - If a district general obligation bond requiring a 55 percent majority is approved by the voters, the Board shall appoint an independent citizens' oversight committee to inform the public concerning the expenditure of bond revenues as specified in Education Code 15278.

**GOAL:** In Support of Goal 6. – Assess Measure S Master Plan to appropriately allocate funds in alignment of district goals and moral imperative.

**ALTERNATIVES:**

1. Review and accept the annual report from the Oak Park Citizens' Bond Oversight Committee.
2. Do not accept the report.

**RECOMMENDATION:** Alternative No.1

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

Respectfully submitted:

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Jeff Davis, Ed.D.  
Superintendent

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Review and accept the annual report from the Oak Park Citizens'  
Bond Oversight Committee.

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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 Citizens' Oversight Committee**  
**2021 Measure S Annual Report**  
**April 2022**

**Summary**

- The District's auditor reported that the District spent \$5,758,420 of Measure S funds during the fiscal year July 01, 2020 through June 30, 2021 on operations and facilities acquisition and improvements.
- The District's auditor found that the District's expenditures from, and accounting for, Measure S bond funds was in compliance with Generally Accepted Accounting Principles and the relevant statutes and regulations.
- The Citizens' Oversight Committee finds that the District's expenditures from Measure S bond funds was in compliance with the Measure S bond resolution project list included in the ballot measure passed by the voters.
- The Citizens' Oversight Committee finds that the District delivered good value to the taxpayers with regard to the costs and benefits of the projects funded by Measure S bond funds.
- The Citizens' Oversight Committee finds that there were no irregularities regarding the bond monies (bond issuance, expenditures, audits).

**Background**

On November 8, 2016 voters in the Oak Park Unified School District (the "District") authorized \$60,000,000 in general obligation bonds for school projects as listed in the 2016 bond resolution project list included in the ballot measure passed by the voters. Specific construction and modernization projects include providing classrooms and labs for career and technology education classes, repairing or replacing facilities including roofs, plumbing, electrical and air conditioning systems; and upgrading instructional technology in the classroom.

Measure S is also referred to as the "Facility Improvement, Technology and Equipment Bond". Measure S was approved by at least 55% of the voters of Oak Park pursuant to the provisions of the Strict Accountability in Local School Construction Bonds Act of 2000, codified under Sections 15264 et seq. of the Educational Code (Proposition 39). The Act required that the school district Board of Trustees (the "Board") appoint a Citizens' Oversight Committee (the "COC" or "Committee") after the successful bond election.

The COC is required by state law to actively review and report on the proper expenditure of the taxpayers' money. The COC provides oversight and advises the public whether the District is spending Measure S bond funds for improvements within the scope of projects outlined in the Measure S project list.

**Committee Purpose**

The Committee is charged by statute with the following purposes:

1. To promptly alert the public to any waste or improper expenditure of school construction bond money.
2. To inform the public concerning the expenditure of bond revenues.
3. To ensure that bond revenues are expended only for the purposes described in the California Constitution; that is, for the construction, reconstruction, rehabilitation, or replacement of

school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities.

4. To ensure that no funds are used for any teacher or administrative salaries or other school operating expenses.

### **Committee Jurisdiction and Authorized Activities**

In furtherance of its purposes, the Committee is authorized by statute to engage in the following activities:

1. Receive and review the annual independent performance audit required by the California Constitution.
2. Receive and review the annual independent financial audit required by the California Constitution.
3. Inspect school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements of paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution.
4. Review efforts by the District to maximize the impact of bond expenditures by implementing cost-saving measures, including, but not limited to, all of the following mechanisms:
  - a. Mechanisms designed to reduce the costs of professional fees.
  - b. Mechanisms designed to reduce the costs of site preparation.
  - c. Recommendations regarding the joint use of core facilities.
  - d. Mechanisms designed to reduce costs by incorporating efficiencies in school design.
  - e. Recommendations regarding the use of cost-effective and efficient reusable facility plans.

It is also important to note that the Committee does not perform certain functions such as participate in the District's actual bond sale and issuance process nor participate in the bid process for contractors or consultants (Proposition 39 Roles and Responsibilities, III. I.). It is within these parameters that the Committee performed its functions during the period from February 2022 through April 2022.

### **Audits**

Proposition 39 requires that the sponsoring school district of an approved measure conduct an annual independent performance audit to ensure that the bond funds have been expended only on the specific projects included on the list of projects the district was required to provide when Measure S was presented to the voters.

Proposition 39 also requires that the school district conduct an annual independent financial audit of the proceeds from the sales of the bonds until all the proceeds have been expended for the school facilities projects. In compliance with the above requirements, the annual financial and performance audits of the District's Measure S bond expenditures for the fiscal year ended June 30, 2021 were conducted by Christy White Accountancy Corporation ("CWA"), an independent auditing firm. The report is dated March 11, 2022.

With respect to the annual **financial** audit of the financial statements of the Measure S Building Bond Fund of Oak Park Unified School District ("Measure S Bond Fund") for the fiscal year ended June 30, 2021, CWA issued an unmodified opinion. CWA also tested internal controls over financial reporting and compliance with laws, regulations, or provisions of contracts or agreements and determined that no significant deficiencies were noted.

With respect to the annual **performance** audit, CWA found that the District complied, in all material respects, with the types of compliance requirements that are applicable to the Measure S Bond Fund for the fiscal year ended June 30, 2021. CWA verified that funds were generally expended for the construction, renovation, furnishing, and equipping of school facilities constituting authorized bond projects by review of supporting documentation.

- CWA selected a representative sample of expenditures charged to the Measure S Bond Building Fund and reviewed supporting documentation to ensure funds were properly expended on specific project(s) listed in the text of the Measure S ballot.
- CWA tested approximately \$2.4 million of non-personnel expenditures, or 50% of total 2020-21 Measure S Bond Building Fund expenditures for validity, allowability and accuracy, and concluded that the sampled expenditures were in compliance with the terms of Measure S ballot language, the District approved facilities plan, and applicable state laws and regulations.
- CWA reviewed salaries and benefits charged to the Measure S Bond Building Fund to verify that the personnel expenditures were allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General, which concluded that “a school district may use Proposition 39 school bond proceeds to pay the salaries of district employees to the extent they perform administrative oversight work on construction projects authorized by a voter approved bond measure.”
- CWA reviewed a listing of all employees charged to the Measure S Bond Building Fund and found that all employees held positions applicable to the local school construction bond. Further, we selected a sample of employees charged to review personnel files and personnel action reports for proper allocation of salaries and benefits. Based on our testing, salary transactions were not used for general administration operations. Personnel costs charged to the Measure S Bond Building Fund appeared allowable.
- CWA reviewed a listing of contracts awarded during the fiscal year ended June 30, 2021 and selected a sample to ensure that contracts for public projects followed appropriate bidding procedures per applicable Public Contract Code. Additionally, CWA reviewed overall expenditures by vendor in order to determine if multiple projects under the applicable bidding threshold were identified to suggest any possible bid-splitting.
- CWA tested one (1) contract awarded for the Field Turf Replacement and Field Upgrades project for approximately \$1.07 million, and noted that applicable bidding procedures were followed per Public Contract Code and that the contract was appropriately awarded to the lowest responsible bidder.
- Based on CWA’s review of overall expenditures and projects by vendor, no instances or possible indications of bid-splitting were identified. CWA concluded that the District appears to be properly reviewing projects and applying appropriate procedures over contract and bidding procedures.
- CWA reviewed a listing of contracts and change orders during the fiscal year ended June 30, 2021 and selected a sample to ensure that change orders were properly approved and in accordance with District policies. Additionally, cumulative change orders for any given contract were reviewed to ensure that total change orders did not exceed ten percent of the total original contract.
- CWA reviewed a total of two (2) change orders for the Classroom Replacement Project at Medea Creek Middle School and verified that the total of the change order did not exceed ten percent of the total contract with SBS Construction, Inc. CWA found that the change order with NV5 West Inc. was over 10% of the original contract; however, the change order was due to added labor for unforeseen environmental issues and was board approved. CWA concluded that all change orders were properly reviewed and approved by management and the governing board in accordance with District policy.

### **Committee Activities**

In order to fulfill the Committee's purpose as described above, the Committee engaged in the following activities:

- The Oak Park Unified School District's Citizens' Oversight Committee met on January 19, 2022, February 23, 2022, March 23, 2022, and April 27, 2022.
- On March 23, 2022, the Committee members met with CWA to review the audit findings for the fiscal year ending June 30, 2021. Both the financial audit and the performance audit were reviewed and approved by the Committee. The Board of Education accepted the audit on April 19, 2022.
- To understand the expenditures for the unaudited period from July 1, 2021 to February 2022, the Committee reviewed a summary of the District's unaudited expenditures through February 21, 2021.

### **Citizens' Oversight Committee Findings**

1. Note that the Committee is reporting on the 2021-22 fiscal year, which is the period from July 1, 2020 through June 30, 2021 and addressed in the CWA audit report:
  - a. The Committee did not find instances of waste or improper expenditures.
  - b. The Committee found no instances of expenditures other than for the purposes set forth in the bond measure.
2. CWA reported that the District spent \$5,504,075 of Measure S funds during the fiscal year July 01, 2020 through June 30, 2021 on operations and facilities acquisition and improvements.
3. As of January 31, 2022, the District reported that total inception to date expenditures for Measure S were \$29,402,054 (unaudited).
4. As of June 30, 2021, CWA reported that the fund balance for the Measure S Bond Fund was \$4,427,437. As of June 30, 2021, CWA reported that the District had no commitments with respect to unfinished Measure S capital projects. It is expected that these funds will be expended in accordance with the Board-approved Measure S Master Plan.

Respectfully submitted,

**OAK PARK CITIZENS' OVERSIGHT COMMITTEE**

Eric Tescher, Committee Chair

### **Citizens' Bond Oversight Committee Members:**

Eric Tescher  
Apylle Beck  
Ty Avendano  
Christopher O'Keeffe  
Brett Oberst  
Sal Portaro  
Pancheng Wang

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 2022**  
**SUBJECT: B.3.b. APPROVE AMENDEMNT TO AGREEMENT FOR  
PROGRAM/CONSTRUCTION MANAGEMENT SERVICES**

ACTION

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**ISSUE:** Shall the Board approve Amendment 12 to the agreement with Balfour Beatty Construction, Inc. (BBC) for program/construction management services in connection with Measure S facilities construction projects?

**BACKGROUND:** At its meeting on May 20, 2009, the Board entered into an agreement with BBC for program and construction management (PM/CM) services in connection with Measure R and State Modernization Program projects. Based on the success of the resulting facility program, the BBC contract has been extended annually in each subsequent year, most recently when the Board approved Amendment 11 on December 15, 2020.

District Staff recommends the Board's approval of Amendment 12, extending the contract until December 31, 2023. District Bond Program Staff will continue to oversee Measure S projects, with BBC services being utilized on an as-needed hourly basis. The proposed amendment follows for the Board's review.

**FISCAL IMPACT:** Staff expect costs of BBC services to be in the neighborhood of prior years; 2019-20 (\$294,860), 2020-21 (\$56,050), and 2021-22 (\$86,460 YTD). The services will 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:** 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. Approve Amendment 12 to the agreement with Balfour Beatty Construction, Inc. for program/construction management services.
2. Do not approve the agreement.

**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:

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Jeff Davis, Ed.D.  
Superintendent

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Approve Amendment 12 to the agreement with Balfour Beatty Construction, Inc.  
for program/construction management services

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

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

**AMENDMENT NO. 12  
TO AGREEMENT FOR PROGRAM/CONSTRUCTION MANAGEMENT SERVICES**

**I. RECITALS**

- A. Whereas on or about May 20, 2009, Oak Park Unified School District ("District") and Barnhart Inc. (a Heery International Company) ("Barnhart") entered into an Agreement for Program/Construction Management Services ("Agreement") related to Measure "R" Facilities Construction Bond Program;
- B. Whereas the term of the Agreement was for one year;
- C. Whereas Article 4 of the Agreement provides that the Agreement may be extended by way of written amendment to the Agreement;
- D. Whereas the District and Barnhart entered into Amendment No. 1 to extend the term of the Agreement through December 31, 2011.
- E. Whereas the District and Barnhart entered into Amendment No. 2 to extend the term of the Agreement through December 31, 2012.
- F. Whereas the District and Barnhart entered into Amendment No. 3 to extend the term of the Agreement through December 31, 2013.
- G. Whereas the District and Barnhart entered into Amendment No. 4 to extend the term of the Agreement through December 31, 2014.
- H. Whereas the District and Barnhart entered into Amendment No. 5 to extend the term of the Agreement through December 31, 2015.
- I. Whereas the District and Barnhart entered into Amendment No. 6 to extend the term of the Agreement through December 31, 2016.
- J. Whereas the District and Barnhart entered into Amendment No. 7 to extend the term of the Agreement through December 31, 2017.
- K. Whereas the District and Barnhart entered into Amendment No. 8 to extend the term of the Agreement through December 31, 2018.
- L. Whereas the District and Barnhart entered into Amendment No. 9 to extend the term of the Agreement through December 31, 2019.
- M. Whereas the District and Barnhart entered into Amendment No. 10 to extend the term of the Agreement through December 31, 2020.
- N. Whereas the District and Barnhart entered into Amendment No. 11 to extend the term of the Agreement through December 31, 2021
- O. Whereas the District and **Balfour Beatty Construction LLC** wish to enter into this Amendment No. 12 to Agreement for Program/Construction Management Services ("Amendment") to extend the term of the Agreement and make other modifications to the Agreement as set forth herein.

## II. AMENDMENT

The Agreement is hereby amended as follows:

1. All references in the Agreement to Barnhart shall be amended to refer to "Balfour Beatty Construction, LLC."
2. All references in the Agreement to Measure R shall be amended to refer to "Measure S."
3. Pursuant to Article 4, subsection 4.2, the term of the Agreement shall be extended through December 31, 2023 ("Extension Term").
4. Compensation for basic services (as described in Articles 2 and 3 of the Agreement) shall be per attached Exhibit A Staffing Plan Projection thru December 31, 2023
5. To the extent he remains employed by Barnhart, Dennis Kuykendall shall remain assigned to the Project(s) contemplated under the Agreement, unless otherwise agreed by the District and Barnhart.
6. Except as expressly modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

This Amendment No. 12 is executed and becomes part of the Agreement on \_\_\_\_\_, 2022.

Oak Park Unified School District

Balfour Beatty Construction, LLC

\_\_\_\_\_  
Adam Rauch, Assistant Superintendent  
Business and Administrative Services

\_\_\_\_\_  
Brian Cahill,  
President, California Division

**Balfour Beatty Construction**

Oak Park Msr S PM/CM Services Staffing Plan Projection thru December 31, 2023

**EXHIBIT A**

STAFF POSITION	2022												2023												Total Estimated Hours	Original Rate/Hr	Total Estimated Labor
	Summer												Summer														
	June-22	July-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23								
PX/Program Manager D. Kuykendall	24	24	24	16	16	16	16	16	16	16	16	16	24	24	24	16	16	16	16	352	\$ 230	\$ 80,960					
Construction Manager/Sr PM R. Alamillo	80	80	80	40	40	40	40	40	40	40	40	40	80	80	80	40	40	40	40	1000	\$ 200	\$ 200,000					
Project Manager																				0	\$ 175	\$ -					
Project Engineer	20	20	20										20	20	20					120	\$ 105	\$ 12,600					
Superintendent TBD	80	80	80	20								20	80	80	80	20				540	\$ 180	\$ 97,200					
Project Accountant/Administrator	8	8	8	4	4	4	4	4	4	4	4	4	8	8	8	8	4	4	4	104	\$ 75	\$ 7,800					
Labor Total	212	212	212	80	60	60	60	60	60	60	60	80	212	212	212	84	60	60	60	1216		\$ 398,560					

All positions billed monthly only on an as needed basis

2022 Summer - ROES Exterior Upgrades/Misc projects, balance of 2022 and into 2023 general services as needed to prepare for summer 2023 scope.

Project Engineer to assist with contract administration

Reimbursables cost plus 5%

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 2022**  
**SUBJECT: B.3.c. DISCUSS BENEFITS OF BLUEPOINT ALERT SOLUTIONS' RAPID  
EMERGENCY RESPONSE SYSTEM INSTALLATION DISTRICTWIDE**

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DISCUSSION

**ISSUE:** Shall the Board discuss the benefits of installing BluePoint Alert Solutions' Rapid Emergency Response System districtwide?

**BACKGROUND:** BluePoint Alert Solutions provide a Rapid Emergency Response System for a multitude of markets, including education. Like a fire alarm, the BluePoint System is activated by either a "Police" or "Medical" pull station or mobile pendant device which immediately notifies the appropriate emergency responder to a targeted location.

To this point, BluePoint Alert Solutions has held multiple meetings with district staff, along with presenting to both the Safety and Security Task Force and the Measure S Planning Committee.

For the purposes of the May 17, 2022 Board Meeting, representatives of BluePoint Alert Solutions will be leading a presentation, outlining how the systems works and the benefits it provides.

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

**BOARD POLICY:** N/A

**GOAL:** N/A

**ALTERNATIVES:** None. Information and discussion only.

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

Respectfully submitted:

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Jeff Davis, Ed.D.  
Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 2022**  
**SUBJECT: B.3.d. APPROVE RENEWAL OF AGREEMENT WITH DEVELOPING OUTDOORS FOR GENERAL STAFFING SERVICES FOR THE EXTENDED CARE PROGRAM FOR 2022-2023**

ACTION

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**ISSUE:** Shall the Board approve an agreement renewal with Developing Outdoors for general staffing services for the District's Extended Care Program for school year 2022-2023?

**BACKGROUND:** At its meeting on January 17, 2018, the Board of Education authorized the establishment of the OPUSD Extended Care Program to extend the climate of care present during the regular school day for OPUSD students. The renewal agreement has been updated by District Staff and Developing Outdoors and has been reviewed by the District's Joint Powers Authority (JPA). At this time, Staff is recommending the renewal of the agreement with Developing Outdoors for general staffing services for the Extended Care Program. The renewal agreement follows for the board review.

**FISCAL IMPACT:** The fiscal impact for this service agreement, based on 2021-21 actuals and budget projections for 2022-2023, is \$1,008,000, which will be funded out of the Child Development Fund (Fund 120), from revenue earned in the form of monthly fees. This budgeted amount includes the annual payroll total for an estimated 70 Developing Outdoors employees.

**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.b. Ensure Club Oak Park, nutrition services, and the preschool are fiscally self-sustaining.

**ALTERNATIVES:**

1. Approve the agreement with Developing Outdoors for general staffing services for the District's Extended Care Program
2. Do not approve the staffing agreement.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Sara Ahl, Director, Extended Care Program  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

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Jeff Davis, Ed.D.  
Superintendent

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Approve the agreement with Developing Outdoors for general  
staffing services for the District's Extended Care Program

Page 2

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

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

## **GENERAL STAFFING AGREEMENT 2022-2023**

Educational Learning Opportunities, Inc., a California corporation, to do business as “Growing Outdoors/Developing Outdoors with its principal office located at 5948 Lake Lindero Dr. Agoura Hills, CA 91301. (“STAFFING FIRM”), and Oak Park Unified School District, with its principal office located at 5801 Conifer St, Oak Park, CA 91377 (“CLIENT”), agree to the terms and conditions set forth in this Staffing Agreement (the “Agreement”). STAFFING FIRM and CLIENT may be individually referred to herein as a “Party” or collectively as the “Parties.”

### **1) CLIENT’s Program**

- a. CLIENT plans to have an extended care program that operates from approximately 6:45am – 6:00pm on CLIENT's school days, staff development days, teacher prep days, and local holidays (the “Program”). Program hours and days subject to change. This includes the Summer Gap Program, scheduled to be held from May 30 through June 16, 2023.
- b. The Program aims to maintain a ratio of approximately 1 staff member for every 10 to 15 program attendees. CLIENT will look at enrollment and Program attendees and accordingly determine the anticipated number of Assigned Staff, as defined below, that are needed to conduct the Program. If CLIENT or STAFFING FIRM believes that additional staff is reasonably necessary to assure proper supervision and care of the attendees, each shall promptly notify the other in writing.

### **2) STAFFING FIRM’s Duties and Responsibilities**

STAFFING FIRM represents that it has or is able to obtain personnel to serve as Assigned Staff, as defined below, to the Program, and to make available to CLIENT qualified Assigned Staff for CLIENT’s Program. For purposes of this Agreement, “Assigned Staff” shall be defined as individuals employed by STAFFING FIRM and made available to CLIENT to staff the Program under the supervision and control of CLIENT, on the terms and conditions herein contained.

STAFFING FIRM shall:

- a. Recruit, screen, interview (as outlined in Exhibit A), select and assign qualified individuals”) to perform the type of work described on Exhibit A” and as assigned and supervised by CLIENT at the locations specified on Exhibit B;
- b. STAFFING FIRM and each assigned staff are required to comply with a valid criminal records summary and fingerprint certification requirements as described in California *Education Code* section 45125.1. STAFFING FIRM certifies to the CLIENT that none of its employees that may come in contact with Program attendees have been convicted of a violent felony listed in California Penal Code section 667(c) or a serious felony listed in Penal Code section 1192.7(c). CLIENT and STAFFING FIRM will split the cost equally of each background check; STAFFING FIRM will bill CLIENT for this on their regular invoices.

- c. Design and execute a training program for all Assigned Staff and the employees of Client, so designated in writing by Client as outlined in Exhibit C;
- d. Be solely responsible to pay Assigned Staff wages and be responsible for any benefits due Assigned Staff under California or federal law;
- e. Be solely responsible to pay, withhold, and transmit payroll taxes; to provide unemployment insurance and workers' compensation benefits; and to respond to and handle unemployment and workers' compensation claims involving Assigned Staff;
- f. Be responsible for any actions, omissions to act, injuries, loss or damage to CLIENT, CLIENT's property, and to any employees, Program attendees, children or other persons in the extended care firm arising out of and related to the performance of STAFFING FIRM's failure to comply with the duties under 2a;
- g. Assigned Staff shall perform all services pursuant to the Agreement, under the direction and control of CLIENT'S Site Coordinator as required by Paragraph 3.g. STAFFING FIRM shall comply with the CLIENT's reasonable requests regarding assignment of personnel. STAFFING FIRM shall commit adequate resources and qualified Assigned Staff to perform the work as requested by CLIENT pursuant to Paragraph 1.b.;
- h. Require each Assigned Staff to sign an agreement (in the form of Exhibit D) acknowledging that he or she is not an employee of CLIENT and are therefore not entitled to pay or holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT;
- i. Require Assigned Staff to sign confidentiality agreements (in the form of Exhibit E) before they begin their assignments to CLIENT;
- j. In the event of any loss or claim, cooperate fully with the insurance carrier and CLIENT in the investigation and handling of same, including providing full notice, cooperation in defense, and availability for information and records.
- k. Provide insurance as required in section 7) Insurance.

### **3) CLIENT's Duties and Responsibilities**

- a. Direct and supervise the work of Assigned Staff;
- b. Properly control and safeguard the premises, processes, or systems, and not permit Assigned Staff to operate any vehicle or entrust Assigned Staff with cash, checks, credit cards, or negotiable instruments without STAFFING FIRM's prior written approval, which may be withheld in its sole discretion;
- c. Provide Assigned Staff with safe work sites and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which such Assigned Staff may be exposed at any work site;
- d. Not change the job duties of any Assigned Staff without STAFFING FIRM's express prior written approval which may be withheld in STAFFING FIRM's sole discretion *provided that* if STAFFING FIRM rejects CLIENT's request for a change in job duties not inconsistent with Program requirements, CLIENT may terminate this Agreement or reduce the number of Assigned Staff and replace them with CLIENT employees or third parties to perform as CLIENT requests.;
- e. Exclude Assigned Staff from CLIENT's payroll, benefit plans, policies, and practices;

- f. Inform STAFFING FIRM in writing within three (3) business days and attempt to do so within one (1) business day where feasible, of any incident of concern to CLIENT or any dissatisfaction with any Assigned Employee. Furthermore, CLIENT may demand that STAFFING FIRM schedule a meeting (in person or via phone) within two (2) business days of notice from CLIENT, to discuss the incident and/or Assigned Employee to decide the action to be taken, which shall be subject to CLIENT's approval;
- g. Client shall provide a Site Leader, who is an employee of CLIENT. The Site Leader's duties will be as follows:
  - i) Supervise Assigned Staff;
  - ii) Site supervision for program safety and Assigned Staff;
  - iii) Communicate with CLIENT's Director of Extended Care Program (if necessary);
  - iv) Communicate with parents of program attendees as necessary;
  - v) If there is a problem or concern with an Assigned Staff, direct Assigned Staff to leave the CLIENT's premises immediately as needed for the Program, and address with STAFFING FIRM any reasons for removal and need for replacement; and
  - vi) Provide information and updates to STAFFING FIRM as needed for the Program, and request action by STAFFING FIRM as needed.
- h. CLIENT agrees to comply with all reasonable requests by STAFFING FIRM not inconsistent with Program requirements and the safety and care of enrolled program attendees and CLIENT facilities and staff, and to provide access to all documents and electronic student data reasonably necessary for the performance of STAFFING FIRM's duties under this Agreement as permitted by law and CLIENT will gain parental consent of program attendees enrolled if necessary in CLIENT's sole discretion. To the extent that STAFFING FIRM may handle student data, STAFFING FIRM agrees to comply with applicable student data privacy requirements, including, but not limited to the Children's Online Privacy Protection Act, the Family Educational Rights and Privacy Act, and California Education Code section 49073.1.

#### **4) Payment**

- a. CLIENT shall pay STAFFING FIRM for its performance of the services required of it hereunder at the hourly rates set forth in Exhibit F. For each Assigned Staff hired on or after July 15, 2020, CLIENT shall pay STAFFING FIRM for its performance of the services required of it hereunder at the hourly rates set forth in the First Amended Exhibit F. CLIENT shall maintain a time sheet for each Assigned Staff which shall be approved by CLIENT and the relevant Assigned Staff. CLIENT shall provide such timesheets to STAFFING FIRM semi-monthly, no later than 3 business days following the conclusion of the pay period. Payment is due on all undisputed amounts within thirty (30) days of receiving an invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Staff. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Staff authorizes STAFFING FIRM to bill CLIENT for

those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.

- b. STAFFING FIRM shall charge CLIENT premium rates for overtime or holiday work only when an Assigned Staff's work on assignment to CLIENT, viewed by itself, would legally require overtime or holiday pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such overtime holiday work time. CLIENT's billing rate for premium/overtime hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.) STAFFING FIRM shall cooperate with CLIENT to try to minimize need for premium work time and application of special rates to CLIENT.
- c. In addition to the rates specified in Exhibit F of this Agreement, CLIENT will pay STAFFING FIRM the amount of increased labor costs associated with CLIENT's Assigned Staff that STAFFING FIRM demonstrates to CLIENT's satisfaction that STAFFING FIRM is legally required to pay, such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels, until the Parties agree on new bill rates.
- d. Within ten (10) business days of receipt of the request for payment together with supporting invoices, CLIENT shall reimburse STAFFING FIRM for the cost of the insurance coverages required of STAFFING FIRM pursuant to Paragraph 7 and in an amount not to exceed thirty thousand dollars (\$30,000).

##### **5) Confidential Information/Non-Solicitation or Hiring**

- a. Both Parties may receive information that is proprietary to or confidential to the other Party or its affiliated companies and their clients. Both Parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. Notwithstanding the foregoing, STAFFING FIRM understands and acknowledges that CLIENT is a public entity under California law, and as such is obligated to conduct its business subject to the meeting requirements of the Ralph M. Brown Act, which calls for most business to be conducted publicly, and renders certain CLIENT's records public records for the purposes of the California Public Records Act and public rights of access. CLIENT's compliance with both shall not constitute a breach of this provision.
- b. Compensation for Hiring Assigned Staff  
In the event CLIENT hires any Assigned Staff during the Terms of the Agreement and during the one (1) year period after the expiration or termination of the Agreement for the purposes of working in the Extended Care Program (Club Oak Park or other before- or after-school program), CLIENT shall pay STAFFING FIRM the sum of five thousand dollars (\$5,000.00) for each Assigned Staff member to compensate STAFFING FIRM for its cost in finding and replacing

such person and not as a penalty. CLIENT shall pay no compensation in the event STAFFING FIRM initiates the termination of the Staffing Agreement or in the event STAFFING FIRM and CLIENT determine mutually to discontinue the Agreement at any time.

- i. During the 45 days immediately following the conclusion of the Summer Gap program, CLIENT shall have the ability to hire a maximum of four (4) Assigned Staff without incurring the compensation listed above.
  1. In the event CLIENT does not hire all four (4) Assigned Staff during the 45 day window listed above, CLIENT shall have the ability to hire up to two (2) Assigned Staff after the 45 day period listed above, provided the total Assigned Staff hired under this provision doesn't exceed a maximum of four (4) in any one program year (*ex. one is hired in the 45 day window, CLIENT can hire up to two (2) Assigned Staff after that window OR if three (3) Assigned Staff are hired in the 45 day window, CLIENT can hire up to one (1) Assigned Staff after that window*), at no additional cost.

## **6) Compliance with Laws**

- a. The Parties agree to cooperate fully and to provide assistance to the other Party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Staff.
- b. STAFFING FIRM shall cooperate with all reasonable requests of the CLIENT relating to policies for after school care, as the District may adopt from time to time, and if STAFFING FIRM objects to any policies to do so in writing promptly, but not more than 15 calendar days, on receipt to the CLIENT but STAFFING FIRM shall follow the policies until otherwise resolved between CLIENT and STAFFING FIRM.
- c. STAFFING FIRM and all STAFFING FIRM's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
- d. STAFFING FIRM shall assure that all Assigned Staff are educated in, and aware of all applicable laws as to permissible and impermissible behavior relative to conduct with CLIENT, CLIENT's employees and children in CLIENT's after school care program, and to engage in no unlawful and wrongful conduct with same.

## **7) Insurance**

- a. STAFFING FIRM shall, at its sole cost and expense (to be reimbursed by client) procure and maintain, for the duration of and period of service under this Agreement, including such tail and post-service coverage for actions and claims during the service period, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services required by STAFFING FIRM hereunder by, or any actions, omissions to act, wrongful or intentional acts, or losses, claims or damages arising out of same, by the STAFFING FIRM, STAFFING FIRM's

agents, representatives, officers, employees, or subcontractors (of all tiers), and by the STAFFING FIRM's Assigned Staff. Coverage for STAFFING FIRM, including any excess or umbrella coverage for STAFFING FIRM as required under this Agreement, shall be primary and first exhausted in lieu of any such insurance or risk pool benefits provided to CLIENT under any coverage instruments issued to it by the Ventura County Schools Self-Funding Authority ("VCSSFA"). Such coverage provided by STAFFING FIRM shall name the CLIENT as an Additional Insured and have primary limits per occurrence of no less than \$1,000,000 and in the aggregate of \$ 3,000,000, and excess umbrella coverage of \$10,000,000.

- i. If STAFFING FIRM is providing services that require STAFFING FIRM to transport CLIENT personnel, program attendees, or property, commercial automobile liability insurance in an amount not less than \$10,000,000 combined single limit and a \$10,000,000 aggregate. The CLIENT, its governing board, and their officials, employees, volunteers, and agents shall be named as additional insureds by endorsement to the same level of coverage as STAFFING FIRM.
  - ii. Workers' compensation benefits or coverage on the Assigned Staff, in amounts no less than required by law and statutory limits.
  - iii. Umbrella liability insurance with limits of \$10,000,000 aggregate, as to which CLIENT, its governing board, and their officials, employees, volunteers, and agents shall also be named as Additional Insured, and which extends coverage for claims, suits and losses including, but not limited to, claims against STAFFING FIRM, STAFFING FIRM's agents, representatives, officers, employees or subcontractors (of all tiers), and by the STAFFING FIRM'S Assigned Staff.
- b. STAFFING FIRM shall, at its sole cost and expense, procure and maintain, for the duration of and period of service under this Agreement, Sexual Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate, which may be met with a combination of primary and umbrella or excess liability coverage.
- c. Acceptability of Insurers. The insurance required herein must be placed with carriers as follows:
- i. Non-admitted in California and subject to Section 1763 of the California Insurance Code with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater as reported by A.M. Best company or equivalent, or
  - ii. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent, or

- iii. For Worker's Compensation only, admitted (licensed) in the State of California.
- d. Verification of Coverage. STAFFING FIRM shall furnish the documentation as requested prior to performing the services and, at least 30 days prior to expiration of the insurance required herein, furnish renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. STAFFING FIRM reserves the right to require complete, certified copies of all insurance required herein at any time. STAFFING FIRM shall notify the other in writing within five business days if any insurance required herein is voided by the insurer or cancelled by the insured. This notice shall be sent by certified mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.
- e. Primary Coverage. It is understood that all primary and excess or umbrella coverage provided by STAFFING FIRM shall be primary and respond first in the event of any claims, suits, demands or losses which are due to or arise out of the actions, omissions to act, negligence or other conduct of STAFFING FIRM, STAFFING FIRM's agents, representatives, officers, employees or subcontractors (of all tiers), and STAFFING FIRM'S Assigned Employees or Assigned Staff, and that CLIENT shall be named as an Additional Insured on all policies as required under this Agreement. CLIENT is a member of a risk sharing pool, which is not insurance or an insurer under California law, and as such STAFFING FIRM agrees and waives any legal or other positions as to pro rata participation or primary status of any coverage CLIENT has or obtains, and that as a precondition of this Agreement all STAFFING FIRM coverages as described shall respond first and only as to matters referenced and claims, losses, suits or otherwise for STAFFING FIRM and CLIENT as an Additional Insured under STAFFING FIRM's policy or policies, and all policies secured by STAFFING FIRM shall conform to this provision.
- f. Documentation Required. The certificates and endorsements shall be received and approved by CLIENT before work commences. As an alternative, STAFFING FIRM may submit certified copies of any policy that includes the required endorsement language set forth herein.
- g. Endorsements. The following is required for the insurance policies, to CLIENT's reasonable satisfaction:
  - i. "ADDITIONAL INSURED" endorsement naming the other Party, its governing board, and their officials, employees, volunteers, and agents as additional insureds.
  - ii. Endorsement CG 20 01 01 13, Primary, Non-Contributory, or an equivalent endorsement reasonably acceptable to the CLIENT.

- iii. Endorsement CG 24 04 05 09, Waiver of Subrogation, or an equivalent endorsement reasonably acceptable to the CLIENT.
- iv. The policies shall provide that the other Party shall be entitled to ten (10) days' written notice prior to the effective date of cancellation or nonrenewal of the policy, if cancelled for nonpayment and thirty (30) days for all other reasons, or reduction in coverage, by certified mail, return receipt requested.

## **8) Term; Termination for Breach**

This Agreement shall be for a term of one (1) year commencing on the date on which both Parties have executed the Agreement ("Term"). Either Party may terminate the Agreement if the other Party is in material breach of the Agreement and such breach has not been corrected after written notification of the breach and thirty (30) day opportunity to cure.

## **9) Force Majeure**

Except as otherwise expressly provided in this Agreement, in the case of any unanticipated program closure caused by an "act of God" (including but not limited to pandemic, epidemic, labor strike, wildfire, inclement weather), the CLIENT has the option of any of the following scenarios.

- a. The Program is closed for less than 10 school days: CLIENT will pay STAFFING FIRM their full scheduled hours. CLIENT will pay to STAFFING FIRM the 37% markup as identified in the Agreement.
- b. The Program is closed for 10 or more school days: the CLIENT will pay STAFFING FIRM continuing operating costs not to exceed \$7,000 per month or pro-rata as necessary, upon Client's receipt and approval of itemized costs. No additional startup fees would be required for reopening.
- c. The Program is closed for 10 or more school days: STAFFING FIRM will immediately cease operations upon the program's closure. No services will be provided and no further costs will be incurred during the periods of the Program's closure.
  - i. Re-initiation of services:  
Should the CLIENT forego the option to pay STAFFING FIRM continuing operating costs during extended closure period, the CLIENT may opt to request the re-initiation of services in advance of anticipated Program reopening and shall pay STAFFING FIRM startup fees mutually agreed upon by both Parties.

## **10) COVID-19 Provisions**

The following provisions will remain in force for the term of the Agreement or until the State of California and all local government agencies remove all orders related to the COVID-19 pandemic, whichever comes first.

- a. The following language is hereby added to STAFFING FIRM's Duties and Responsibilities, as follows:
  - i. Provide copies of compliance with California Division of Occupational Safety and Health ("DOSH" or "Cal/OSHA") as follows:

1. completed detailed risk assessment in accordance with the state guidelines,
2. written worksite-specific COVID-19 Prevention Plan,
- ii. Provide copies of documentation of COVID-19 training required by Cal/OSHA as follows:
  1. Copy of employee sign-in sheet,
  2. Copy of Training Presentation,
  3. Copy of Handouts (if different from training presentation referred to above).
- iii. Follow all recommendations in the most current California Department of Public Health COVID-19 Update Guidance: Child Care Programs and Providers, including, but not limited to:
  1. Face coverings,
  2. Frequent cleaning and disinfecting of all high-touch surfaces and toys,
  3. Hygiene,
  4. Health screening,
  5. Group size and staffing,
  6. Classroom space and physical distancing.
- b. The following language is hereby added to CLIENT's Duties and Responsibilities, as follows, in addition to those set forth in paragraph 3 above:
  - i. Follow all recommendations in the most current California Department of Public Health COVID-19 Update Guidance: COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year and any subsequent Guidance, as applicable, including, but not limited to:
    1. Healthy hygiene practices,
    2. Face coverings,
    3. Intensify cleaning, disinfection, and ventilation, as feasible,
    4. Physical distancing,
    5. Check for signs and symptoms.

### **11) Minimum Hours Per Day**

Each month CLIENT will send STAFFING FIRM notice of how many Assigned Staff are anticipated to be needed for the month. If CLIENT limits an Assigned Employee's work day to fewer than 50% of the hours of a shift that was requested by CLIENT, STAFFING FIRM may be required (by California law) to pay Assigned Employee 50% of the scheduled shift hours, and may bill CLIENT 50% of the hours paid to the Assigned Employee.

### **12) Late Payment Penalty**

CLIENT agrees to pay net upon receipt of invoice and to pay interest on any undisputed balances after thirty (30) days from the date of receipt at the compounded rate of 1.5% per

month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is less, calculated from the date of receipt.

**13) Nature of Relationship**

The services that STAFFING FIRM will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, partner, coventurer, or employer and employee, between STAFFING FIRM and CLIENT.

**14) Headings**

The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

**15) Dispute Resolution**

- a. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.
- b. The parties agree that, in the event of any unresolved 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.
- c. Any unresolved controversy or dispute between the Parties arising out of this Agreement including, but not limited to, interpretation, breach and performance, will be resolved by arbitration with Benchmark Resolution Group, 633 W 5<sup>th</sup> Street, Los Angeles, California, or Adjudicate West, 11601 Wilshire Boulevard, Los Angeles, California at the location closest to CLIENT's office or other agency mutually agreeable to the Parties. The costs of arbitration and of the arbitrator will be shared equally by the Parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the Parties. The prevailing Party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**16) Contract Interpretation**

The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

**17) Choice of Law**

This Agreement will be governed by and construed in accordance with the laws of the state of California, without reference to any conflicts of law principles thereof.

**18) Assignment of Agreement**

Neither Party shall transfer or assign this Agreement without the written consent of the other Party, and any attempted assignment without such consent shall immediately terminate this Agreement.

### **19) Indemnification and Limitation of Liability**

- a. STAFFING FIRM understands that the CLIENT will be adopting reopening plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, STAFFING FIRM also understands and acknowledges that despite the CLIENT'S efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that STAFFING FIRM staff may be exposed as a result.
- b. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its directors, governing board, officers, agents, volunteers, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's or Assigned Staff's willful misconduct, gross negligence or breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1 of the Agreement; or the negligence or the gross negligence, intentional acts or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or agents, or of or by Assigned Staff in the performance of the duties herein. STAFFING FIRM further hereby waives any and all rights of subrogation that it may have against the CLIENT.
- c. STAFFING FIRM also agrees to pay for any and all damage to the real and personal property of the CLIENT, or loss or theft of such property, or damage to the Property done or caused by such persons with the exception of acts within the scope of duty and with the exception of unlawful acts. CLIENT assumes no responsibility whatsoever for any property placed on CLIENT premises by STAFFING FIRM, STAFFING FIRM's agents, employees, participants, vendors, customers or subcontractors. STAFFING FIRM further hereby waives any and all rights of subrogation that it may have against the CLIENT. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the CLIENT or any of its governing board, officers, agents, employees and/or volunteers.
- d. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) (i) to the extent caused by CLIENT's breach of this Agreement; (ii) its failure to discharge its duties and responsibilities set forth in paragraph 3 of the Agreement; (iii) the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities, and (iv) in any causes of action accruing after the termination of the Agreement or expiration of its Term.
- e. As a condition precedent to indemnification, the Party seeking indemnification shall inform the other Party in writing within 15 calendar days after it becomes aware of an incident that may give rise to a right of indemnity or receives notice

whether oral or written of any claim, loss, liability, or demand for which it seeks indemnification from the other Party; and the Party seeking indemnification shall cooperate in the investigation and defense of any such matter.

## **20) Disallowance**

By executing this Agreement, STAFFING FIRM certifies that STAFFING FIRM is not suspended, debarred, or otherwise excluded from participation in any federal or state school programs. STAFFING FIRM acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

## **21) Nonappropriation**

This Agreement is subject to the budget and fiscal policies, regulations and practices of the CLIENT, and approval and appropriation of funds for the Program. Charges will accrue only after prior written authorization is provided by the CLIENT's governing board, proper execution of this Agreement by the Parties, and written certification to STAFFING FIRM by the CLIENT as to the availability of funds. The CLIENT has no obligation to renew this Agreement after expiration of its Term.

## **22) Conflict of Interest**

STAFFING FIRM shall disclose to CLIENT any outside activities or interests that are related, directly or indirectly, to any activity that STAFFING FIRM may be involved with on behalf of the CLIENT. In addition, STAFFING FIRM shall comply with all provisions of the Political Reform Act, California Government Code, Sections 81000, et seq. and implementing regulations, as applicable, and in accordance with the CLIENT's Conflict of Interest Code, which is available at CLIENT's website (<https://www.oakparkusd.org/site/Default.aspx?PageID=23>) as Board Bylaw 9270 and accompanying exhibits and/or attachments, incorporated herein by this reference. STAFFING FIRM shall be subject to the broadest disclosure category in the CLIENT's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee.

## **23) Work Performed on CLIENT'S Properties**

STAFFING FIRM shall comply with the following:

- a. Identification: When performing work on CLIENT property, STAFFING FIRM shall be in appropriate work attire (or uniform, if applicable) at all times. If STAFFING FIRM does not have a specific uniform, then STAFFING FIRM shall provide identification tags and/or any other mechanism the CLIENT in its reasonable discretion determines is required to easily identify STAFFING FIRM. STAFFING FIRM and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any CLIENT personnel upon request. If STAFFING FIRM cannot produce such identification or if the identification is unacceptable to CLIENT, CLIENT may provide at its sole discretion and expense, CLIENT-produced identification tags to STAFFING FIRM. CLIENT, at its sole expense shall provide shirts for the ASSIGNED STAFF to wear. CLIENT, at its sole expense shall provide any additional items required for identification. Sign-in

Required: As required by schools and other CLIENT locations, each day STAFFING FIRM's employees are present on CLIENT property, those employees may be required to sign into the location's main office to receive an in-school identification/visitors tag. STAFFING FIRM employees must display this tag on their person at all times while on CLIENT property.

- b. No Smoking: All CLIENT properties are tobacco-free zones; STAFFING FIRM is prohibited from using any tobacco product on CLIENT property.
- c. No Drugs: All CLIENT properties are drug-free zones.
- d. No Weapons or Firearms: Except as provided by statute and CLIENT policy, all CLIENT properties are weapons- and firearms-free zones; STAFFING FIRM Assigned Staff is prohibited from possessing on its persons or in their vehicles any weapons or firearms while on CLIENT property.

#### **24) Miscellaneous**

- a. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
- b. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the Parties.
- c. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- d. This Agreement and the exhibits attached to it contain the entire understanding between the Parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
- e. The provisions of this Agreement will inure to the benefit of and be binding on the Parties and their respective representatives, successors, and assigns.
- f. The failure of a Party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such Party thereafter to enforce each and every provision of this Agreement.
- g. Neither Party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, epidemic, pandemic, or any other causes beyond the control of the nonperforming Party.
- h. 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.
- i. Any notice or other communication will be deemed to be properly given upon receipt when sent via email, the United States Postal Service, or a nationally recognized courier, to the address of the Party set forth below:

**CLIENT**

Attn: Adam Rauch  
Oak Park Unified School District  
5801 Conifer Street  
Oak Park, California 91377

**STAFFING FIRM**

Attn: Ryan Rosen  
Educational Learning Opportunities, Inc.  
5948 Lake Lindero Drive  
Agoura Hills, CA 91301

**Authorized representatives of the Parties have executed this Agreement below to express the Parties' agreement to its terms.**

CLIENT

Oak Park Unified School District

STAFFING FIRM

Educational Learning Opportunities, Inc.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Address*

## **Exhibit A**

### **Hiring Process & Procedure**

Educational Learning Opportunities, Inc. dba Developing Outdoors (“STAFFING FIRM”) will use the following procedure and program to recruit all Assigned Staff for Oak Park Unified School District (“CLIENT”).

STAFFING FIRM will:

- Provide a website with pertinent job details
- Provide an online application for applicants to complete
- Conduct group interviews for all applicants, assuming a minimum of 3 candidates are being considered at a time
  - Group interview will consist of a teaching component, a participation component, and a discussion component
- Conduct individual interviews of each applicant
- Receive a minimum of three (3) individual references through phone calls with each reference; written references would be in addition to the phone references listed above
- Conduct a background check using a background check service acceptable to CLIENT, and in compliance with Education Code section 45125 et seq.

Upon hiring of Assigned Employee, STAFFING FIRM will:

- Provide necessary forms as determined by CLIENT through WorkBright.com (or similar)
- Conduct training as outlined in Exhibit C that is the responsibility of STAFFING FIRM

## **Exhibit B**

### **CLIENT'S LOCATIONS**

Club Oak Park: Brookside Elementary  
165 Satinwood Avenue, Oak Park, CA 91377  
818 597-4219

Club Oak Park: Oak Hills Elementary  
1010 Kanan Rd, Oak Park, CA 91377  
818 707-4227

Club Oak Park: Red Oak Elementary  
4857 Rockfield St, Oak Park, CA 91377  
818 707-7979

Club Oak Park: Medea Creek Middle School  
1002 Doubletree Rd, Oak Park, CA 91377  
818 707-7924

## **Exhibit C Training Program**

### **Outline of Training Program**

Educational Learning Opportunities, Inc. dba Developing Outdoors (“STAFFING FIRM”) will design and execute a training program to prepare the employees and Assigned Staff of Oak Park Unified School District (“CLIENT”). Training program remains the property of STAFFING FIRM and elements may not be used by CLIENT without the written consent of STAFFING FIRM.

The general type of topics of Training Program led by STAFFING FIRM:

- Name Games/Ice Breakers (start each day with these)
- “Club Oak Park” Culture
- Expectations for working with children
- Staff Exercises
- Attention Getters-how to get your groups’ attention and keep it
- Staff Roles in Club Oak Park
- Role Plays
- Games & Activities (Play a different game every few hours)
- Parent Perspectives and Expectations
- Electronics/Social Networking Policies
- Group think
- Questions/comments
- Initiatives/Team building activities
- Walkie Talkie Protocol
- Site Time
- Activity lead by Site Leaders

The specific type of topics of Training Program led by STAFFING FIRM:

- Child Abuse
- Sexual Harassment
- Mandated Reporter
- First Aid / Bloodborne Pathogens
- COVID-19 as outlined in STAFFING FIRM’s written COVID-19 Prevention Program

The general topics of Training Program led by CLIENT:

- Daily Protocol
- Program Structure
- Site and Emergency Procedures

### **Schedule of Training Program**

STAFFING FIRM estimates the following training schedule:

- One facilitated training session for Lead staff up to eight (8) hours.
- Three facilitated training sessions for Lead and General staff up to eight (8) hours each (volunteers not included).

**Exhibit D**  
**Benefits Waiver for Assigned Staff**

**Agreement and Waiver**

In consideration of my assignment to Oak Park Unified School District (“CLIENT”) by Educational Learning Opportunities, Inc. dba Developing Outdoors (“STAFFING FIRM”), I agree that I am solely an employee of STAFFING FIRM for benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

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*Employee*

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*Signature*

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*Printed Name*

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*Date*

**Exhibit E**  
**Confidentiality Agreement for Assigned Staff**

**Assigned Employee Confidentiality Agreement**

As a condition of my assignment by Educational Learning Opportunities, Inc. dba Developing Outdoors (“STAFFING FIRM”) to Oak Park Unified School District (“CLIENT”), I hereby agree as follows:

1. I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with program attendees, staff, materials, or documents that are made available through my employment with STAFFING FIRM, assignment at CLIENT, or which I learn about during such assignment.
2. I will not disclose or in any way reveal or disseminate any information pertaining to STAFFING FIRM, CLIENT, or its operating methods and procedures that come to my attention as a result of this assignment.
3. Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of CLIENT or STAFFING FIRM.
4. I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement.
5. The obligations of this Agreement will survive my employment by STAFFING FIRM.

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*Employee*

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*Signature*

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*Printed Name*

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*Date*

**Exhibit F - Hourly Rates**  
**Amended as of (4/22/22 )**

<b>Staff Hired School Year 2022-2023</b>		
<b>Pay rate to Staff</b>		
Salary Base	Will increase as necessary with minimum wage increases. CLIENT will determine the increased amount.	
Minimum wage in Ventura County (Currently \$15/hr.)	Assistant Mentor (High School Student)	
\$17.25/hr.	Entry Level	
\$18.35/hr.	Advanced Degree (Credential or Masters) in applicable subject	
\$19.45/hr.	Student Support Specialist	
\$20.50/hr.	Supervisor / Coordinator	
<b><i>Experience Qualifications</i></b>	Can be grouped together with a maximum of four (4)	
\$0.25/hr.	Per Experience Qualification (Entry Level - up to 4 additional \$0.25; Advanced Degree - up to 2 additional \$0.25)	
	- College Degree (undergraduate - Entry Level Only)	
	- 1-2 years applicable experience	
	- 2+ years applicable experience	
	- Specialized work with OPUSD	
	- Student Teaching experience	
<i>Example: Joe is a new staff member, has his college degree, and 1 year of applicable experience. This year, he would make \$17.75 (\$17.25 base + .25 for degree + .25 for 1-year experience)</i>		
<b><u>Returning Staff</u></b>	<b><u>Pay increase of \$0.50/hr of their eligible pay rate for this year the value of having returning staff members</u></b>	
<b><u>District will be billed at 37% increase over corresponding staff salary rates for general &amp; overtime hours. District will be billed at 15% increase over corresponding staff salary rates for sick time (including COVID leave).</u></b>		

536-5/6102239.1

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 2022**  
**SUBJECT: B.3.e. AUTHORIZE MEASURE S PROJECT 22-04S SMARTBOARD REPLACEMENT PROGRAM**

ACTION

**ISSUE:** Shall the Board authorize Measure S Project 22-04S, Smartboard Replacement Program?

**BACKGROUND:** The District began purchasing SMARTboards in 2007. Many of these boards have begun to fail and are no longer serviceable. The District began replacing these boards as identified in the technology portion of Measure S Master Plan, using the yearly \$75,000 allocation for SMARTboard refresh. As a result, the District has replaced 62 SMARTboards in the past year and currently has over 100 remaining SMARTboards that are failing with greater frequency. Due to the number of boards that need to be replaced, Staff is recommending to authorize Measure Project 22-04S and establishing a not to exceed five-year budget of \$375,000. This will enable the technology department to plan for Summer and Winter Break installations and allow for the District to maintain an inventory of boards to ensure failed boards throughout the year do not cause disruptions to classroom instruction.

This project is included in the Measure S Framework that was approved by the Board at the March 15, 2022, meeting.

**FISCAL IMPACT:** The cost of this project is \$375,000, to be paid for out of the Measure S Bond Fund, over the next five years.

**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 1.d. - Ensure availability of quality resources, technology support, and professional development to staff.

In Support of Goal 6.e - Develop a multi-year fiscal plan to ensure sufficient funding for the Technology Master Plan.

**ALTERNATIVES:** 1. Authorize Project 22-04S Smartboard Replacement Program.  
2. Do not authorize

**RECOMMENDATION:** Alternative No. 1

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

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Authorize Measure S Project 22-04S Smartboard Replacement Program

Page 2

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Respectfully submitted,

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Jeff Davis, Ed.D.  
Superintendent

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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: MAY 17, 2022**  
**SUBJECT: B.3.f. AWARD CONTRACT FOR INSPECTOR OF RECORD SERVICES FOR PROJECT 20-18S RENOVATE EXTERIORS OF BUILDINGS B AND C AT RED OAK ELEMENTARY SCHOOL**

ACTION

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**ISSUE:** Shall the Board approve contract for Inspector of Record (IOR) Services for Measure S Project 20-18S Renovate Exteriors of Buildings B and C at Red Oak Elementary School?

**BACKGROUND:** At its meeting on September 15, 2020, the Board authorized Measure S Project 20-18S, Renovate Exteriors of Buildings B and C at Red Oak Elementary School. As required by the Division of the State Architect (DSA), Project 20-18S must have an assigned Inspector of Record (IOR). The role of the IOR is to act as a third-party inspector who, throughout the duration of the project, assesses that the contractor follows the scope of work and architectural details in adherence to DSA code and standards.

Staff received two proposals for IOR services and is recommending that Kenco Construction be awarded the contract based on submitting the lowest quote and for their quality of work.

**FISCAL IMPACT:** The cost of IOR services is \$41,800 and will funded by the Measure S Bond Fund.

**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 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. Approve contract for Inspector of Record (IOR) Services for Measure S Project 20-18S Renovate Exteriors of Buildings B and C at Red Oak Elementary School.
2. Do not award inspector of record contract

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted:

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Jeff Davis, Ed.D.  
Superintendent

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Approve contract for IOR Services for Measure S Project 20-18S

Renovate Exteriors of Buildings B and C at ROES

Page 2

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

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

**Proposal for DSA Inspection.**

**Date:** 3-10-22

**Project Client:** Oak Park Unified School District  
5701 Conifer st.  
Oak Park, CA 91377

**Proposed Projects:** **Red Oak Elementary School – Bldgs. B & C Plaster Repair.**  
4857 Rockfield St. Oak Park, CA. 91377

**DSA App. Number:** 03-121162

**Scope of Work:** Provide onsite DSA Inspection for the Alterations to 2-Classroom Buildings: B and C (A-59163, A03-113318) REMOVE AND REPLACEMENT OF NON-STRUCTURAL PLYWOOD and Plaster. All inspections per the DSA approved drawings.  
Note: Special inspections are not included.

**Project Duration:** Estimated project start date ..... **May 30<sup>th</sup>, 2022**  
Estimated project completion date ..... **August 8<sup>th</sup>, 2022**

**Estimated Cost:** DSA Inspector @ \$95.00 per hour, not to exceed 40 hrs. per week.  
Estimated weekdays of inspection ... (55 days @ 8 hrs. per day) ..... **440 hrs.**  
Estimated cost for DSA inspection/oversite ..... **\$ 41,800.00**

**Total estimated cost for onsite inspection ..... \$ 41,800.00**

**NOTE:**

If “Over Time” work becomes necessary, all OT must be approved by the district prior to OT inspections. OT is at a rate of \$142.50 per hour for any holidays, weekends, and anything over 8 hours a day.

\*Please be advised that all inspections are subject to contractor performance.

Therefore, the total cost proposal is an estimate and subject to increase or credit

**Project Inspector Agency Agreement and Contract Duties:**

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24.. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **May 30<sup>th</sup>, 2022** and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oak Park Unified School District** agrees to pay *KENCO Construction Services, Inc.* our monthly invoice for project services, billed at a rate of **\$95.00 per hour for one DSA inspector**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, this DSA certified project manager will provide inspections until the IOR returns.

X Kenneth Hinge

Ken Hinge, President  
KENCO Construction Services, Inc.  
Date: 03-10-22

X \_\_\_\_\_

District Authorized Agent  
Oak Park Unified School District  
Date:

# Vernier Construction Services, Inc.

*Prepared for:*

**Oak Park Unified School District  
5701 Conifer St.  
Oak Park, CA 91377**

March 15, 2022

Attention: Brendan Callahan-Director of Bond Programs, Sustainability, Maintenance, and Operations

**SUBJECT: Proposal for DSA Project Inspection-Red Oak ES, Exterior Improvements-DSA #03-121162**

## **Proposed Responsibilities:**

Provide full-time inspection services for the above-mentioned project for all aspects of construction found on the DSA approved plans and specifications.

Verify that the requirements of the DSA approved plans and specifications are executed according to the design specifications and all applicable building codes.

Excluded from the scope of inspections provided are special inspections and materials testing that are required by the DSA.

## **Services Provided:**

Maintain daily reports documenting the progress of the work. Such reports shall include, but not be limited to, the following information:

- (a) Activities performed by the Contractors
- (b) Weather conditions
- (c) Special inspectors on site or at fabrication facilities.

Verify material quality and quantity incorporated into the work.

Coordinate all inspection and reporting actions with the Architect, District, and Lab of Record.

Coordinate and schedule all special inspections and materials testing as required.

Maintain a complete job file as required by the DSA.

Attend all construction meetings.

Monitor the as-built drawings to ensure accuracy during all phases of construction.

Maintain and monitor all required documentation in the DSABox per the DSA requirements through project completion and certification.

# Vernier Construction Services, Inc.

## PROPOSED FEES:

**Standard Weekday Rate:** \$105.00 per hour

**Weekday Overtime Rate:** \$157.50 per hour

No overtime will be worked without prior notification and District approval.

**Weekend Overtime Rate:** \$157.50 per hour

No weekend or Holiday will be worked without prior notification and District approval.

Holidays include New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

**Total Estimated Cost:** \$42,000.00 (400 total hours, based on 40 hours per week for 10 weeks)

Vernier Construction Services appreciates the opportunity to present this proposal and we are excited at the prospect of working with the Oak Park Unified School District.

*Respectfully Submitted,*



Paul Vernier – President/CEO  
2773 Bayshore Dr.  
Ventura, CA 93001  
661-510-1571  
paulvernier@vcs-us.com

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 2022**  
**SUBJECT: B.3.g. AUTHORIZE MEASURE S PROJECT 22-03S, DSA CERTIFICATION OF PORTABLES DISTRICTWIDE AND APPROVE INSPECTOR OF RECORD SERVICES CONTRACT**

ACTION

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**ISSUE:** Shall the Board authorize Measure S Project 22-03S, DSA Certification of Portables Districtwide and approve inspector of record services?

**BACKGROUND:** In 2019, the District established Measure S Project 19-08S, DSA Certification of Oak Park Neighborhood School Buildings, which identified four portable buildings that had never been Division of State Architect (DSA) certified. Since then, the scope of this project has increased to include five additional portables at Oak Hills Elementary, two at Red Oak Elementary, and one at Medea Creek Middle School. In total, twelve portable buildings have been identified as never being DSA certified. As such, District staff is requesting to authorize a new Measure S Project that includes all portable buildings that do not have DSA certification. Additionally, as a next step, the District has solicited the accompanying proposal from Kenco Construction Services to be the District Inspector of Record (IOR) to provide required onsite DSA post installation inspections, along with creating necessary documentation to assist in the certification process.

This project is included in the Measure S Framework that was approved by the Board at the March 15, 2022 meeting.

**FISCAL IMPACT:** The IOR services are to be billed hourly, with a not to exceed amount of \$19,000 and will be funded by the Measure S Bond Fund.

**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 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 22-03S, DSA Certification of Portables Districtwide and approve inspector of record services.
2. Do not authorize and approve

**RECOMMENDATION:** Alternative No.1

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

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

authorize Measure S Project 22-03S, DSA Certification of Portables

Districtwide and approve inspector of record services

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Respectfully submitted

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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	_____	_____	_____	_____



EIN #27-2782038  
SOS Corp. # 3245180

***“Building Safer Schools”***

## **Proposal for DSA Inspection.**

**Date:** 5-03-22

**Project Client:** Oak Park Unified School District  
5701 Conifer St.  
Oak Park, CA 91377

**Proposed Projects:** **Certification inspection for uncertified Modular and Portable classrooms**

**DSA App. Number:** Various

**Scope of Work:** Provide onsite DSA inspection for post installation inspections for 10 uncertified Portable classrooms. Provide documentation and assistance with DSA certification.  
-

**Project Duration:** Estimated project start date ..... TBD  
Estimated project completion date ..... TBD

**Estimated Cost:** DSA Class 1 Inspector @ \$95.00 per hour  
Estimated Hours of inspection ..... 20 hrs per Classroom  
Estimated cost for DSA inspection/oversite ..... **\$ 19,000 .00**

**Total estimated cost for onsite inspection .....\$ 19,000.00**

### **NOTE:**

If “Over Time” work becomes necessary, all OT must be approved by the District prior to OT inspections. OT is at a rate of \$142.50 per hour for any holidays, weekends, and anything over 8 hours a day.

\*Please be advised that all inspections are subject to contractor performance.

Therefore the total cost proposal is an estimate and subject to increase or credit

## **Project Inspector Agency Agreement and Contract Duties:**

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24.. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

Page 1

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **June 1<sup>st</sup> 2022** and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the District, and shall apply to other inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oak Park Unified School District** agrees to pay *KENCO Construction Services, Inc.* our monthly invoice for project services, billed at a rate of **\$95.00 per hour for one DSA inspector**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The District shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the District at the end of the project all documentation in a professional format.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, this DSA certified project manager will provide inspections until the IOR returns.

X \_\_\_\_\_

Jeff Barnes, Executive Vice President  
KENCO Construction Services, Inc.  
Date: 05-03-22

X \_\_\_\_\_

District Authorized Agent  
Oak Park Unified School District  
Date:

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**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 2022**  
**SUBJECT: B.3.h. ADOPT RESOLUTION #2022-04, PARTICIPATION IN CSBA CALIFORNIA SCHOOL CASH RESERVE PROGRAM**

ACTION

**ISSUE:** Shall the Board adopt Resolution #2022-04 authorizing the District's participation in the Cash Reserve Program sponsored by the California School Boards Association (CSBA) Finance Corporation?

**BACKGROUND:** School districts are often faced with the difficult situation of having to fund regular monthly expenditures with irregular receipt of state aid and property tax revenues. These imbalances are typically caused by the uneven or "lump sum" receipt of revenues and the deferral of state apportionment payments. The CSBA Cash Reserve Program, with more than 5,900 tax and revenue anticipation notes (TRANS) issued, is a leader in helping school districts supplement their general fund cash reserves in order to meet their cash flow needs.

With its participation in this program, the District will be able to address its 2022-23 cash flow needs through a TRAN. It is recommended that the Board adopt Resolution #2022-04, allowing administration to proceed to the next step in the process and take part in this beneficial cash program for schools. As a reminder, the District is not obligated to participate as a result of resolution adoption. The Resolution simply delegates to the administration the right to decide on participation at the time of pricing when the interest cost and reinvestment rates are known.

The Resolution #2022-04 follows for the Board's review and consideration.

**FISCAL IMPACT:** This depends on interest rates and amount of cash needed at the time of financing. Based on past rates and amounts, OPUSD can expect to pay between \$76,000-\$119,000 in interest.

**BOARD POLICY:** Pursuant to Board Policy 3470 Business and Non-instructional Operations - The District may issue fixed-rate and/or variable rate short-term debt, which may include TRANS, when such instruments allow the District to meet its cash flow requirements.

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

**ALTERNATIVES:**

1. Adopt Resolution #2022-04 authorizing borrowing of funds for fiscal year 2022-23
2. Do not adopt Resolution #2022-04.

**RECOMMENDATION:** Alternative No.1

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

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Adopt Resolution #2022-04 authorizing borrowing of funds for fiscal year 2022-23

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Respectfully submitted:

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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	_____	_____	_____	_____

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

**DISTRICT RESOLUTION**

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

**LOCATED IN: COUNTY OF VENTURA**

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

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2022-2023 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2022-2023 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM**

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

**WHEREAS**, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2023 ("Fiscal Year 2022-2023") by the issuance of its 2022-2023 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2022-2023 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof),

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

capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS**, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

**WHEREAS**, the District, having fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;<sup>\*\*</sup> and

**WHEREAS**, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2022-2023 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2022-2023 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS**, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2022-2023 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

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\*\*\* Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the District hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the District hereunder.

**WHEREAS**, the Program has been designed with alternative structures, each of which the District desires to approve; and

**WHEREAS**, under the first structure (the “Certificate Structure”), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Sandler & Co., as underwriter for the Program (the “Underwriter”), and Dale Scott & Company, as financial advisor for the Program (the “Financial Advisor”), would form one or more pools of notes or series of certificates (the “Certificates”) of participation (the “Series of Certificates”) distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter and the Financial Advisor to determine; and

**WHEREAS**, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Trust Agreement”), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

**WHEREAS**, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

**WHEREAS**, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider (or credit providers) (collectively, the “Credit Provider”) designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Credit Agreement”) identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

**WHEREAS**, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the

sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Certificate Purchase Agreement”) to the Board; and

**WHEREAS**, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

**WHEREAS**, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

**WHEREAS**, under the second structure (the “Bond Pool Structure”), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the “Authority”) pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Note Purchase Agreements”), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer’s series of notes to be sold, a form of which has been submitted to the Board; and

**WHEREAS**, the Authority, pursuant to advice of the Underwriter and the Financial Advisor, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the “Indenture”) between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter and the Financial Advisor, to assign the District’s Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

**WHEREAS**, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such

Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

**WHEREAS**, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

**WHEREAS**, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

**WHEREAS**, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

**WHEREAS**, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

**WHEREAS**, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

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

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

## Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, in anticipation of the receipt by or accrual to the District during Fiscal Year 2022-2023 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)\* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2022-2023 [Subordinate]\*\* Tax and Revenue Anticipation Notes, Series \_\_\_" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for

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\* \* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

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

which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2022-2023 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank Trust Company, National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing

such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2022-2023 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a “Supplemental Resolution”).

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating

Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(e) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(f) The Series of Additional Notes duly executed by the applicable Authorized Officers of the District.

(g) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby

approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2022-2023, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series

Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2022 (or the date of adoption of this Resolution if after May 1, 2022) through June 15, 2023 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and

otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an “Event of Default” hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service (“Form 8038-G”), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter, the Financial Advisor and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool

Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

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

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument

applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Dale Scott & Company (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as financial advisor for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, Piper Sandler & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to

approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar year 2022 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2022, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2022, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2023 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-

exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each “District Certificate”)) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a “Safe Harbor Issuer” with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the “Rebate Requirements”) of Section 148 of the Internal Revenue Code of 1986 (the “Code”), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term “Tax-Exempt” shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) is not Tax-Exempt.

#### Section 8. Source of Payment.

(A) Pledge. The term “Unrestricted Revenues” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2022-2023 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as

indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a “Repayment Period” and collectively “Repayment Periods”), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the “Pledged Revenues”).

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a “Payment Account”) by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District’s funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment

Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
  - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
  - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
  - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
  - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
  - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the “Bidding Agent”) as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a “Rating Agency”), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District’s funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with

respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the District shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer

of a Note of a Series, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(A) Subject to Section 6 hereof, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(B) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(C) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(E) If any Note of a Series shall become mutilated, the District, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the District. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the District, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses

which may be incurred by the District and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2022-2023 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, and (ii) the District has full legal right, power and authority to issue and deliver such Series of Notes and to perform its obligations as provided herein and therein.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2022-2023 setting forth expected

revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2022-2023, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2016-2017 through Fiscal Year 2020-2021, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2021-2022 and 2022-2023, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any

pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2022 (the “Fiscal Year 2021-2022”) within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2021-2022 or Fiscal Year 2022-2023 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2022-2023.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Financial Advisor, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(A) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related

thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2022-2023 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2022-2023 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(B) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(C) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

#### Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make

or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; and

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests.

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as

applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(1) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in

accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented; provided, however, in the event the Bond Pool Structure is implemented, the District covenants to report to the Authority and the Trustee the occurrences of the events described in paragraphs (A)(1)j and (A)(2)h, below, within five business days of such occurrence.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;
- e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes;
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person; or

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

- j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other

material events affecting the tax status of such Series of Notes and the related Series of Certificates;

- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee; or
- h. Incurrence of a financial obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

For the purposes of the events listed as (1)j. and (2)h., the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District’s determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District’s obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “Listed Event”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the District are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as

applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as “Authorized District Representatives” under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Electronic Signatures; DocuSign. The Board hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

EXHIBIT A  
FORM OF NOTE

R-1

\$\_\_\_\_\_

\_\_\_\_\_  
DISTRICT/\_\_\_\_\_ BOARD OF EDUCATION  
COUNTY OF \_\_\_\_\_, CALIFORNIA  
2022-2023 [SUBORDINATE]\* TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_\_

Date of  
Original Issue

REGISTERED OWNER: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

<u>Interest Rate</u>		<u>Maturity Date</u>		
____%		_____, 20__		
<u>First</u> <u>Repayment Period</u>	<u>Second</u> <u>Repayment Period</u>	<u>Third</u> <u>Repayment Period</u>	<u>Fourth</u> <u>Repayment Period</u>	<u>Fifth</u> <u>Repayment Period</u>
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on \_\_\_\_\_ 1, 20\_\_ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank Trust Company, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

\* TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_\_\* To bear this designation if this Note is a Series of Subordinate Notes.

\*\*\* Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2022-2023 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment

of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: JEFF DAVIS SUPERINTENDENT**

**DATE: MAY 17, 2022**

**SUBJECT: B.3.i. REVIEW AND DISCUSS 2022-2023 DISTRICT CAPACITY AND ENROLLMENT PROJECTIONS**

INFORMATION/DISCUSSION

**ISSUE:** The board will receive a report from staff related to program capacity and student enrollment projections for the 2022-2023 School Year.

**BACKGROUND:** Current enrollment and the enrollment projections for the 2022-2023 School Year will be presented to the governing board for discussion at the meeting. New resident enrollment for next school year has taken place at the school sites during the month of January and early February. These new resident numbers, based on historical data, have been incorporated into the projections for next year.

**FISCAL IMPACT:** The initial budget for next school year will be based on the enrollment capacity of 4679 approved by the board at its December 14, 2021 Meeting.

**BOARD POLICY:** N/A

**GOAL:** N/A

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources

Respectfully submitted,

---

Jeff Davis, Ed.D.  
Superintendent

**OAK PARK UNIFIED SCHOOL DISTRICT - SCHOOL ENROLLMENT 2021/2022 AS OF 5/9/2022 - Table 1**

[illegible]

Table 2		Table 3			Table 4		
	2022/2023	2022/2023	Enrolled	Projected	2021/2022 Begin of Year		
Capacity	4708	OPHS	1464	1436	TOTAL	DOC	PERMIT
Projected	4325	MCMS	1052	1005	4314	1566 (36%)	624 (14%)
Returning	3990	BES	584	573			
Enrolled	4414	OHES	507	499			
		ROES	597	586			
		OVHS	23	30			
		OPIS	186	196			
		NPS	1	1			
			4414	4326			

## 2022-2023 ENROLLMENT PROJECTIONS

This draft of enrollment projections for the 2022-2023 school year can be found in tables 1-4.

### Table 1:

“Residents/Returning” refers to the number of new resident students and current students who are returning next year.

“New DOC” refers to students who signed up under the DOC program for the 22/23 school year and have completed the enrollment paperwork.

“New Permit/Staff” refers to the number of staff members who are bringing their children to our district and the number of new inter-district permits we have signed. These numbers are included in the DOC count.

“DOC Already Here” refers to the number of students who are already enrolled in our district on an inter-district permit, but who have applied for the DOC status. These numbers are included in the “Residents/Returning” students count.

“# of Sections Per Grade at DK-5 Schools” refers to the number of teachers/sections that are being taught in each grade level.

“Class Size” refers to the number of students per class according to the OPTA Contract.

“Average Class Size” refers to the is the total of all students in that grade at all three elementary sites divided by the number of Sections. This does not equate to the actual class size at each site. This is only the math if every student were to be divided up evenly. However, we all know that we have to place DOC students based on several factors: siblings, SPED, room in that particular class and school, etc.

“Open Seats” refers to the available seats that we have for all 3 elementary sites combined.

\* In 1st and 2nd at ALL schools we currently we have more students in 1st/2nd that we should staff for. We are assuming we will lose some of them over the summer. We added a 4th DK class at Red Oak.

### Table 2:

This table represents the 2022-2023 school year capacity, initial projections, returning students, and the number of students currently enrolled as of today.

### Table 3:

This table represents the number of students who have enrolled for the 2022-2023 school year. The last column represents our projections for how many students will attend. With regards to OVHS, OPIS, and NPS we have provided our best projections, but there are several variables that may affect those schools.

### Table 4:

This table represents the total number of students for the current 2021-2022 school year. There is a percentage breakdown of DOC and Permit students within the district.

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 2022**

**SUBJECT: B.4.a. APPROVE THE DISTRICT'S INITIAL PROPOSAL FOR COLLECTIVE BARGAINING NEGOTIATIONS WITH THE OAK PARK TEACHERS ASSOCIATION**

PUBLIC HEARING/ACTION

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**ISSUE:** Should the Board hold a public hearing and receive and adopt the Oak Park Unified School District's initial proposal for collective bargaining for the 2022-2023 school year and authorize the Superintendent to initiate negotiations on behalf of the Board?

**BACKGROUND:** The current Contract of Agreement between the Oak Park Unified School District and the Oak Park Teachers Association (OPTA) expires on June 30, 2022. Each side is required to sunshine the articles that it proposes to open for discussion.

A copy of the Oak Park Unified School District's and Oak Park Teacher's Association's initial proposals for collective bargaining negotiations is included. All initial contract proposals of the Board and an employee organization which relate to matters within the scope of representation must be presented at a public meeting and shall thereafter be public records. Meeting and negotiating between district and employee organization representatives shall not take place on these initial proposals until a public hearing is held at a meeting where public has the opportunity to provide input. After the public hearing where the public has had an opportunity to provide input, the Board shall be asked to adopt, or revise, and approve the District's initial proposal and authorize the Superintendent to initiate negotiations on behalf of the Board.

**FISCAL IMPACT:** None

**BOARD POLICY:** Pursuant to Board Policy 4143.1, 4243.1 Public Notice - Personnel Negotiations - All initial contract proposals of the Board and an employee organization which relate to matters within the scope of representation shall be presented at a public meeting and shall thereafter be public records. (Government Code 3547)

**GOAL:** In support of OPUSD Goal 4 - Engage staff more deeply in shared-decision making and enhance communications to engage, inform and educate all stakeholders.

**ALTERNATIVES:**

1. Receive and adopt the District's initial proposal authorizing the Superintendent to initiate negotiations with OPTA.
2. Receive, revise and adopt the District's initial proposal authorizing the Superintendent to initiate negotiations with OPTA.

**RECOMMENDATION:** Alternative #1.

Prepared by: Mr. Stewart McGugan, Assistant Superintendent, Human Resources

Respectfully submitted,

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Jeff Davis, Ed.D.  
Superintendent

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Receive and adopt the District’s initial proposal authorizing the Superintendent to initiate negotiations with OPTA.

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

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

To: Brandie Pryor, Bargaining Chair, OPTA  
Russ Peters, President, OPTA

From: Stew McGugan, Assistant Superintendent, Human Resources

Date: May 2, 2022

Re: Oak Park Unified School District Sunshine Proposals for 2022-2023 OPTA Negotiations

Consistent with the relevant provisions of the Educational Employment Relations Act (Government Code section 3540 *et seq.*), including Section 3547 of the Government Code, the Oak Park Unified School District ("District") sunshines the following initial proposals for the 2022-2023 certificated successor negotiations with the Oak Park Teachers Association ("OPTA").

The Board proposes to maintain the provisions of the current certificated collective bargaining agreement, except as provided below:

**Article 4 – Non-Discrimination**

The District will propose a definition for non-discrimination in employment to reflect current law.

**Article 5 – Organizational Security**

The District will propose language consistent with current legal requirements regarding membership dues deductions and providing Association with new employee information.

**Article 9 - Salaries and Compensation Regulations**

The District will propose adjustments in employee compensation that will provide compensation commensurate with the District's obligation to maintain fiscal stability, while balancing the interest of a competitive workforce. The District will also propose language consistent with current law and current District practices.

**Article 10 – Health and Welfare Benefits**

The District will propose changes to current benefits, including District contribution, consistent with the District's interest in maintaining affordable benefits costs for its employees, District fiscal solvency and a competitive workforce. The District will also propose language consistent with law and current District practices.

**Article 11 – Work Year and Working Hours**

The District may propose revisions to the work year and will propose language consistent with law and current District practices, including SB 1193 Buy Back Days.

**Article 22 – Contract Variance**

The District will propose language regarding site wide variances from specific written provision(s) of the collectively negotiated agreement.

**Article 31 – Term of Agreement and Negotiated Procedures**

The District will propose language regarding a new three (3) year contract term.

**MOUs and Settlement Agreements**

Assess current applicability of existing MOUs and settlement agreements and: (1) incorporate into the contract with any necessary modifications; (2) delete/abolish; or (3) maintain as MOU/Agreement.

The District proposes clean up language to correct typographical errors, provided such clean up does not change the meaning, purpose or intent of any provision(s) of the collective bargaining agreement, and to update any existing language to reflect changes to California law.



To: Oak Park Unified School District and Stewart McGugan

From: Russ Peters, OPTA President

Date: April 29, 2022

Oak Park Teachers Association Sunshine Proposal for 2022-2023 Negotiations:

Article 5 - Organizational Security

Article 9 - Salaries and Compensation Regulations

Article 10 - Health and Welfare Benefits

Article 11 - Work Year and Working Hours

Article 12 - Class Size

Article 14 - Leaves of Absence

Article 15 - Job Sharing

Article 21 - Evaluations

Article 24 - Special Education

Article 31 - Term of Agreement and Negotiations Procedures

All related articles and appendices as well as expiring MOUs.

Sincerely,

Russ Peters, OPTA President

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

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 2022**

**SUBJECT: B.4.b. APPROVE ADJUSTMENT TO CLASSIFIED SALARY SCHEDULE FOR ASSISTANT SITE LEADER AND SITE LEADER POSITIONS FOR THE EXTENDED CARE PROGRAM**

ACTION

**ISSUE:** Shall the Board approve adjustment to classified salary schedule for assistant site leader and site leader positions for the extended care program?

**BACKGROUND:** When Club Oak Park was established in 2018, the exact roles of Site Leader and Assistant Site Leader were still unknown. In the years since the program's inception, it has become increasingly clear that these individuals are tasked with a higher level of responsibility and oversight than had been originally anticipated. With enrollment in the hundreds at each individual program site, Site Leaders and Assistant Site Leaders supervise and manage anywhere from fifteen to 25 staff members on a daily basis. They serve as the main contact for parents, meeting and speaking with families daily about a variety of student needs. They coach and mentor new staff members as they are hired to join the program throughout the year. They create, plan, and implement daily activity rotations. They manage the ever-changing staffing schedules, given the range of availability of each employee under their supervision. They oversee the ordering of supplies and materials, manage the snack program and coordinate with school-site staff and teachers. They address, with a holistic and nurturing approach, the myriad of student behaviors that are inherent to their jobs as child development guides and provide personalized care and support to many students with individual needs. They provide health care support as needed and address injuries when they arise. In order to properly compensate these Site Leaders and Assistant Site Leaders, District Administration recommends that their placement on the salary schedule be adjusted.

**FISCAL IMPACT:** The increased cost resulting from the proposed salary adjustment is projected to range from \$ 21, 944 to \$29,984, depending on the Step placement of each employee, for 2022-23 and will be covered by Fund 120, Child Development.

**BOARD POLICY:** N/A

**GOAL:** In Support of OPUSD Goal 6.b. - Ensure Club Oak Park, nutrition services, and the preschool are fiscally self-sustaining.

**ALTERNATIVES:**

1. Approve the movement of Extended Care Site Leader position from Range 16 to Range 18.5 and Extended Care Assistant Site Leader position from Range 12 to Range 15 on the classified salary schedule, effective July 1, 2022, and approve the accompanying classified salary schedules modified to reflect this change.
2. Do not approve the salary range adjustment and accompanying salary schedules.

**RECOMMENDATION:** Alternative No. 1

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Approve adjustment to classified salary schedule for assistant site leader and site leader positions for the extended care program

Page 2

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Prepared by: Sara Ahl, Director of Extended Care Program  
Stew McGugan, Assistant Superintendent, Human Resources

Respectfully submitted,

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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**  
**CLASSIFIED SALARY SCHEDULES CC & CH & CB2**  
**EMPLOYEES WORKING 20 HOURS OR MORE PER WEEK**  
**All Rates Listed as Hourly and Monthly**  
**2022-23 SCHOOL YEAR**

*Board Proposed Approval: May 17, 2022*

*Effective: July 1, 2022*

JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	WORK YEAR
<b>CLERICAL SUPPORT</b>							
Health Services Technician	10	17.37	18.42	19.56	20.74	22.00	10 Month
Student Services Assistant I	10	3011.09	3192.09	3390.50	3595.92	3815.18	10 Month
Department Clerk	10						10 Month
Guest Teacher/Interdistrict Permit Coordinator	12	18.42	19.56	20.74	22.00	23.31	11 Month
Student Services Assistant II	12	3192.09	3390.50	3595.92	3815.18	4041.25	10.5 Month
Support Services Coordinator	12						12 Month
ASB Bookkeeper/Athletics Secretary	14	19.56	20.74	22.00	23.31	24.72	10.5 Month
Student Services Assistant III	14	3390.50	3595.92	3815.18	4041.25	4285.14	11.5 Month
Student Services Bookkeeper	14						10.5 Month
Support Services Coordinator	14						12 Month
Accounting Assistant I	14.5	20.02	21.17	22.41	23.71	25.10	12 Month
		3470.09	3670.18	3885.21	4109.22	4348.20	
<b>Extended Care Assistant Site Leader</b>	<b>15</b>	<b>20.12</b>	<b>21.37</b>	<b>22.65</b>	<b>24.06</b>	<b>25.52</b>	<b>11 Month</b>
	<b>15</b>	<b>3487.99</b>	<b>3703.82</b>	<b>3926.61</b>	<b>4170.25</b>	<b>4420.91</b>	
School Office Manager I	16	21.44	22.67	23.97	25.36	26.81	11 Month
Department Secretary	16	3715.64	3930.71	4154.68	4396.60	4647.51	11 Month
Department Secretary	16						12 Month
Credentials Technician	16						12 Month
Accounting Assistant II	16.5	22.25	23.53	24.89	26.30	27.84	12 Month
		3858.07	4079.11	4315.08	4559.96	4825.81	
School Office Manager II	17.5	22.43	23.79	25.21	26.71	28.31	11 Month
		3889.77	4123.72	4370.69	4630.63	4906.87	
School Office Manager III	18.5	<b>22.99</b>	<b>24.37</b>	<b>25.83</b>	<b>27.39</b>	<b>29.04</b>	11.5 Month
<b>Extended Care Site Leader</b>	<b>18.5</b>	<b>3984.03</b>	<b>4224.42</b>	<b>4477.91</b>	<b>4747.63</b>	<b>5033.63</b>	<b>11 Month</b>
Business Department Assistant	20	24.04	25.51	27.03	28.65	30.37	12 Month
		4169.59	4419.76	4684.92	4966.04	5264.01	
Accounting Assistant III	23	27.85	29.52	31.30	33.16	35.16	12 Month
		4826.76	5116.36	5423.35	5748.75	6093.67	
Senior Accountant	28	33.66	35.70	37.86	40.15	42.58	12 Month
		5835.35	6188.39	6562.80	6959.93	7381.16	
<b>CUSTODIAL/MAINTENANCE/GROUNDS</b>							
Custodian	14	19.56	20.74	22.00	23.31	24.72	12 Month
		3390.50	3595.92	3815.18	4041.25	4285.14	
Grounds Maintenance Worker	15	20.12	21.37	22.65	24.06	25.52	12 Month
		3487.99	3703.82	3926.61	4170.25	4420.91	

Head Custodian I	15.5	20.74	22.00	23.31	24.72	26.20	12 Month
		3595.92	3815.18	4041.25	4285.14	4542.24	
Head Custodian II	17	22.22	23.56	24.97	26.47	28.08	12 Month
		3853.99	4084.72	4328.42	4588.44	4864.62	
General Maintenance Worker	18	22.57	23.92	25.34	26.87	28.48	12 Month
		3912.49	4146.46	4393.45	4656.66	4936.11	
Head Custodian III	18.5	22.99	24.37	25.83	27.39	29.04	12 Month
		3984.03	4224.42	4477.91	4747.63	5033.63	
Maintenance Engineer	20	24.04	25.51	27.03	28.65	30.37	12 Month
		4169.59	4419.76	4684.92	4966.04	5264.01	
Grounds Maintenance Supervisor	21	25.50	27.03	28.65	30.37	32.25	12 Month
District Wide Head Custodian	21	4419.76	4684.92	4966.04	5264.01	5590.51	
<b>CHILD NUTRITION SERVICES</b>							
Child Nutrition Services Assistant I	5	15.06	15.93	16.90	17.94	19.03	180 Days
Child Nutrition Services Assistant II	7	15.93	16.90	17.94	19.03	20.14	180 Days
Child Nutrition Services Cook	8	16.39	17.37	18.42	19.56	20.74	10 Month
Child Nutrition Services Manager	10	17.37	18.42	19.56	20.74	22.00	10 Month
		3011.09	3192.09	3390.50	3595.92	3815.18	
Child Nutrition Services Assistant/Delivery	12	18.42	19.56	20.74	22.00	23.31	180 Days
		3192.09	3390.50	3595.92	3815.18	4041.25	
<b>OTHER CLASSIFIED SUPPORT</b>							
Assistant Computer Support Technician	7.0	15.93	16.90	17.94	19.03	20.14	12 Month
		2762.76	2931.12	3109.06	3298.47	3491.71	
Instructional Assistant I	7.5	16.04	17.03	18.04	19.14	20.27	180 Days
		2782.41	2950.00	3128.89	3316.84	3513.86	
Instructional Assistant II	10	17.37	18.42	19.56	20.74	22.00	180 Days
		3011.09	3192.09	3390.50	3595.92	3815.18	
Library/Media Technician	13	19.15	20.29	21.53	22.83	24.23	10 Month
		3319.23	3518.37	3733.44	3957.44	4199.39	
		0.00	0.00	0.00	0.00	0.00	
College/Career Center Technician	13.5	19.28	20.42	21.67	22.97	24.34	10.5 Month
		3341.16	3540.31	3755.36	3979.35	4221.30	
Instructional Assistant III	14	19.56	20.74	22.00	23.31	24.72	180 Days
		3390.50	3595.92	3815.18	4041.25	4285.14	
Computer Technician	18	22.57	23.92	25.34	26.87	28.48	12 Month
		3912.49	4146.46	4393.45	4656.66	4936.11	
Certified Sign Language Interpreter	20	24.04	25.51	27.03	28.65	30.37	180 Days
Technology Department Assistant	20	4169.59	4419.76	4684.92	4966.04	5264.01	12 Month
Registered Behavior Technician (RBT)	22	26.67	28.28	29.97	31.76	33.71	180 Days
	22	4623.13	4901.20	5195.41	5505.78	5843.05	

Computer Tech - Lead	23	27.85	29.52	31.30	33.16	35.16	12 Month
Certified Repair Technician	23	4826.76	5116.36	5423.35	5748.75	6093.67	12 Month
Data Systems Specialists	23						12 Month
Construction Management Technician	25	30.12	31.92	33.84	35.87	38.02	12 Month
		5220.62	5533.85	5865.89	6217.85	6590.91	
College/Career Center Advisor	26	31.27	33.16	35.17	37.29	39.55	10.5 Month
		5419.85	5747.46	6094.88	6463.26	6853.95	
Network Administrator	26	31.27	33.16	35.17	37.29	39.55	12 Month
		5419.85	5747.46	6094.88	6463.26	6853.95	
Social Emotional Services Specialist	27	30.86	32.50	34.20	36.02	37.90	192 Days
		5348.74	5633.21	5928.55	6243.83	6569.97	
Occupational Therapist	30	37.53	39.79	42.19	44.71	47.40	10 Month
		6507.27	6897.70	7311.52	7750.25	8215.25	
Behavior Specialist* CB2	G*	435.04	448.50	462.38	476.67	491.42	202 Days
*Rates listed as Daily and Annually		87878.75	90596.39	93400.60	96287.17	99266.65	

This schedule is a combination of schedules CC (full-time, 40 hours per week) and CH (part-time, more than 20 hours per week). Employees who work a minimum of 20 hours, but less than 40 hours per week should refer to the hourly rates on the schedule above. Full-time employees may refer to either the hourly or the monthly rates. The hourly rate is determined by dividing the monthly gross by the average full-time hours per month (173.333).

\* Corresponds to Certificated Salary Schedule, Class G, Psychologist; salary reflects daily and annual rates.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 2022**  
**SUBJECT: B.4.c. APPROVE JOB DESCRIPTION FOR INSTRUCTIONAL ASSISTANT III – INNOVATION LAB SPECIALIST**

ACTION

**ISSUE:** Shall the Board approve the job description for Instructional Assistant III - Innovation Lab Specialist?

**BACKGROUND:** Elementary computer labs have traditionally been staffed by part time (18.75hr/week) instructional aides (IA-1) who have traditionally been funded by parent organizations. In some cases those aides have received additional stipends from the parent organizations to perform additional duties and boost compensation. With the deployment of 1:1 computing across the district, the district has embarked on a multi-year process to transform elementary computer labs into creativity and innovation spaces. Innovation spaces focus on learning activities that foster creativity, collaboration, play, experiential, and inquiry-based learning along with the design thinking process. The different type of learning activities and teaching and models utilized by innovation spaces requires a new job description that reflects the higher level of skills and responsibilities the instructor of an innovation/maker space demands. The district has struggled the past year to staff the elementary labs due to a mismatch in the job responsibilities, the hours required, and the compensation offered to the existing part time IA-1 position.

The upgrading of the job description of the elementary computer lab Instructional Assistant I to Instructional Assistant III - Innovation Lab Specialist was recommended as part of the District Technology Plan (2016-19) and is an action item for the 2022-25 Tech Plan.

The Innovation Lab Specialist job description was developed by the district technology committee with input from the Curriculum and Instruction department and Human Resources and is included for the Board review.

**FISCAL IMPACT:** The funding will be included in the proposed 2022-2023 Budget.

**BOARD POLICY:** Pursuant to Board 4111/4211/4311 Recruitment And Selection - When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position.

**GOAL:** In Support of Goal 3.b. - 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.

**ALTERNATIVES:**

1. Approve the job description for Innovation Lab Specialist.
2. Do not approve the job description for Innovation Lab Specialist.

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Approve the job description for Innovation Lab Specialist

Page 2

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**RECOMMENDATION:**    Alternative No. 1

Prepared by:     Enoch Kwok, Director, Educational Technology and Information Services  
                       Stew McGugan, Assistant Superintendent, Human Resources

Respectfully submitted:

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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**

**CLASS TITLE: INSTRUCTIONAL ASSISTANT III: INNOVATION LAB SPECIALIST**

***This is a part-time/full-time hourly position, for 180 days. Salary Range: Range 14, Classified Salary Schedule CC & CH & CB2***

### **DEFINITION**

Under the supervision of the elementary principals and the Director of Technology, implement and facilitate lessons with a focus on inquiry, design thinking, creativity, problem-solving, and critical thinking. Facilitate student learning in STEAM activities that may or may not include technology. Perform instructional support and follow-up activities; and do other work as required.

### **EXAMPLE OF DUTIES**

In collaboration with the district Instructional Technology Specialists (TOSAs) and other lab instructors, implement a range of STEAM lessons that develop and reinforce students' ability to critically think, communicate, collaborate, and create.

- Implement and facilitate lessons for grades DK-5 with a focus on creativity and design thinking including activities such as but not limited to: robotics, movie production (green screen), animation (stop motion), electronics, 3D design and printing, and STEAM challenges.
- Facilitate student learning in a whole group, small group, and independent instruction.
- Engage students to explore, build, create, and tinker using a variety of modalities and media.
- Encourage a fun, creative learning environment.
- Prepare maker space activities, set up work areas, displays, and exhibits, distribute and collect supplies; gather materials for projects and prepare all materials needed prior to the lesson.
- Infuse digital citizenship concepts into lessons as needed.
- Support and facilitate the use of tools as needed such as 3D Printers, computer-controlled die-cut machines, robotics, circuitry, building blocks, assorted crafting materials, etc.
- Meet regularly with Instructional Technology Specialists and/or Director of Technology and other Innovation Lab Specialists for training, to plan, and to coordinate learning activities.
- Ensure that the innovation lab equipment is well maintained and that creativity supplies are appropriately stocked and securely organized.
- Facilitate instruction in the lab, outside of the lab, and in some cases inside classrooms.
- Perform related duties as assigned.

**This position reports to the site Principal and the schedule will be determined by the site.**

### **KNOWLEDGE OF**

- Classroom Management, Design Thinking, STEM challenges.
- Operation of Apple computer systems (Mac and iOS), operation of Chromebook devices, how to use Google Apps.

### **ABILITY TO**

- Learn, improve, and collaborate with teachers and administrators.

- Establish and maintain cooperative and effective working relationships with students, teachers, administrators, and other staff.
- Facilitate learning with students ranging from DK - 5th grade in whole class, small group, and independent activities.
- Monitor and adjust activities in response to the needs of students. Communicate clearly and effectively with students and staff.
- Develop, modify, and implement lesson plans.
- Prepare materials needed for all lessons.
- Quickly learn how to use varying tools that will be implemented in the space with students with the support of Instructional Technology Specialists (TOSAs).

#### EDUCATION AND EXPERIENCE

Any combination equivalent to completion of two years of college.

#### WORKING CONDITIONS

Innovation lab or classroom environment.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 2022**  
**SUBJECT: B.5.a. APPROVE RESOLUTION #2022-05 – ORDERING A REGULAR GOVERNING BOARD MEMBER ELECTION, ORDERING CONSOLIDATION WITH OTHER ELECTIONS, AND CONSTITUTING “SPECIFICATION OF THE ELECTION ORDER” TO BE HELD ON NOVEMBER 8, 2022**

ACTION

**ISSUE:** Shall the Board approve Resolution #2022-05 ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Election Order” to be held on November 8, 2022.

**BACKGROUND:** Pursuant to Elections Code Section 1302(b) and Education Code Section 5340, a consolidated election is required to be held for the governing board members whose terms expire on the second Friday in December. Those board members whose terms expire are Drew Hazelton, Derek Ross, and Soyon Hardy.

Included in this agenda is a copy of a resolution consolidating the Governing Board Member Elections to be held on Tuesday, November 8, 2022, which needs to be adopted and sent to the Ventura County Office of Education by May 23, 2022. The Ventura County Superintendent of Schools has called a Regular Governing Board Member Election to be held in this District on November 8, 2022. Also included is a copy of the resolution of the County Superintendent of Schools, which consolidates this, governing board member election with all the other elections that are to be held in the county on November 8, 2022.

**FISCAL IMPACT:** There is no fiscal impact for adopting the resolution. The cost of consolidation of elections with the other elections will be included in the 2022-2023 proposed budget.

**BOARD POLICY:** Pursuant to Board Bylaw 9220 Governing Board Elections - To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

In order to consolidate elections, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

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

**ALTERNATIVES:**

1. Approve Resolution #2022-05 Ordering a Regular Governing Board Member Election, Ordering Consolidated with other Elections, and Constituting “Specifications of the Election Order” to be held on November 8, 2022.
2. Do not approve Resolution #2022-05 Ordering a Regular Governing Board Member Election, Ordering Consolidated with other Elections, and Constituting “Specifications of the Election Order” to be held on November 8, 2022.

**RECOMMENDATION:** Alternative No. 1

**BOARD OF EDUCATION MEETING, MAY 17, 2022**

Approve Resolution #2022-05 Ordering a Regular Governing Board Member Election,  
Ordering Consolidated with other Elections, and Constituting  
“Specifications of the Election Order” to be held on November 8, 2022.

Page 2

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Respectfully submitted,

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Jeff Davis, Ed.D.  
Superintendent

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

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

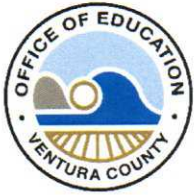
**Resolution # 2022-05 of the Oak Park Unified School District  
Ordering a Regular Governing Board Member Election,  
Ordering Consolidation with Other Elections, and  
Constituting “Specification of the Election Order”  
to be held on November 8, 2022**

- WHEREAS,** The Oak Park Unified School District has complied with the requirements of Election Code Section 1302(b); and
- WHEREAS,** The Oak Park Unified School District, pursuant to Election Code Section 1302(b), is required to hold the election of Governing Board Members on the same day upon which the statewide General Election is held; and
- WHEREAS,** Pursuant to Election Code Section 1302(b) and Education Code Section 5302, the Ventura County Superintendent of Schools has called a Regular Governing Board Member Election to be held in this District on November 8, 2022; and
- WHEREAS,** Pursuant to Section 5340 of the Education Code, School District Governing Board Member Elections of two or more districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and
- WHEREAS,** Pursuant to Education Code Section 5342, School District elections may be consolidated by the officer conducting the election with elections held by certain other political subdivisions on the same day and in territory which is the same or partially the same, upon receipt of resolutions from two or more political subdivisions whose boundaries are totally or partially the same territory calling elections to be held on the same day; and
- WHEREAS,** Pursuant to Education Code Section 5322, whenever an election is ordered, the Governing Board of the district shall, not less than 123 days prior to the date set for the election, by resolution delivered to the County Superintendent of Schools and the officer conducting the election, specify the date of the election, the purpose of the election, the authority for ordering the election, the authority for the specifications of the election order, and the signature of the officer or the Clerk of the Board by law authorized to make the designations therein contained; and
- WHEREAS,** Pursuant to Education Code Section 5016, the Governing Board shall determine the winner by lot in the event of a tie vote.

**NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED** as follows:

1. The election shall be held on Tuesday, November 8, 2022.
2. The purpose of the election is to elect **three regular term vacancies** to the Governing Board of Oak Park Unified School District.
3. The election shall be consolidated with elections held by certain other school districts or other political subdivisions on the same day and in territory which is the same or partially the same.
4. The election will be held and conducted in the manner prescribed in Elections Code Section 10418

Clerk of the Board of Trustees  
of the Oak Park Unified School District



**RESOLUTION NO. 22-05 of the  
VENTURA COUNTY SUPERINTENDENT OF SCHOOLS**

**CONSOLIDATING THE COMMUNITY COLLEGE DISTRICT,  
COUNTY BOARD OF EDUCATION AND  
SPECIFIED SCHOOL DISTRICT BOARD MEMBER ELECTIONS  
IN VENTURA COUNTY, CALIFORNIA  
TO BE HELD ON TUESDAY, NOVEMBER 8, 2022**

- WHEREAS,** Election Code Section 1302(b) requires a Board Member election be held on November 8, 2022, in the Community College District, County Board of Education and specified School Districts in Ventura County, to fill the office of members whose terms expire on the second Friday in December next succeeding the election; and
- WHEREAS,** Education Code Section 5320 provides that any mandatory provisions of the Education Code requiring that an election be held is an “Order of Election”; and
- WHEREAS,** Education Code Section 5302 provides that when an election is ordered, the County Superintendent of Schools shall call the election; and
- WHEREAS,** Education Code Section 5340 specifies that when the Community College District, County Board of Education and School District Board Member elections for two or more districts or any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and
- WHEREAS,** Pursuant to Education Code Section 5340, such consolidation of the Community College District, County Board of Education and School District Board Member elections shall be effected by the County Superintendent of Schools having jurisdiction over the elections; and

**WHEREAS,** The County Superintendent of Schools shall notify the Boards of the Community College, County Board of Education, and specified School Districts in writing at least 130 days prior to the date of the election that a consolidated election is required to be held.

**NOW, THEREFORE,** Pursuant to Education Code Section 5302, I hereby resolve, call and order Board Member elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held on November 8, 2022.

**FURTHERMORE,** Pursuant to Section 10400, et seq., of the Elections Code and Section 5340 of the Education Code, I order that the elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be consolidated with any other election which may be held on the same date and involving the same territory.

**FURTHERMORE,** I order that the consolidated elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held and conducted in the manner prescribed in Elections Code Section 10418.

**IN WITNESS WHEREOF,** I have hereunto set my hand this 13th day of April, 2022.



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***Dr. César Morales***  
***Ventura County Superintendent of Schools***

**COMMUNITY COLLEGE DISTRICT, COUNTY BOARD OF EDUCATION AND SPECIFIED  
SCHOOL DISTRICT BOARD MEMBER ELECTIONS TO BE HELD ON TUESDAY,  
NOVEMBER 8, 2022**

<b>District</b>	<b>Elections</b>
Briggs Elementary	(3) Regular Term Vacancies
Conejo Valley Unified	(3) Regular Term Vacancies Trustee Area #2 Trustee Area #3 Trustee Area #4
Fillmore Unified	(3) Regular Term Vacancies
Hueneme Elementary	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #3 Trustee Area #5
Mesa Union Elementary	(3) Regular Term Vacancies
Moorpark Unified	(2) Regular Term Vacancies Trustee Area #1 Trustee Area #3
Mupu Elementary	(2) Regular Term Vacancies
Oak Park Unified	(3) Regular Term Vacancies
Ocean View	(3) Regular Term Vacancies
Ojai Unified	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #3 Trustee Area #5
Oxnard Elementary	(3) Regular Term Vacancies Trustee Area #2 Trustee Area #3 Trustee Area #5
Oxnard Union High School	(3) Regular Term Vacancies
Pleasant Valley Elementary	(3) Regular Term Vacancies (1) Short Term Vacancy
Rio Elementary	(3) Regular Term Vacancies
Santa Clara Elementary	(2) Regular Term Vacancies
Santa Paula Unified	(2) Regular Term Vacancies Trustee Area #1 Trustee Area #3
Simi Valley Unified	(2) Regular Term Vacancies Trustee Area # D Trustee Area # E
Somis Union Elementary	(3) Regular Term Vacancies
VC Board of Education	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #2 Trustee Area #4
Ventura Unified	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #4 Trustee Area #5
VC Community College District	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #2 Trustee Area #5

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 17, 2022**  
**SUBJECT: B.6.a. APPROVE AMENDMENT OF EXHIBIT 1330 TO INCLUDE UPDATED DISTRICT FACILITY USE FEE SCHEDULE**

ACTION

**ISSUE:** Shall the Board approve the updated District Facility Use Fee Schedule?

**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. On February 15, 2022, the Board discussed, reviewed, and provided input on the presented four tier fee schedule. For the purpose of this meeting, the Board has an opportunity to approve the proposed updated Facility Use Fee Schedule, Exhibit 1330 of Board Policy 1330, to be effective July 1, 2022.

**FISCAL IMPACT:** Varies year-to-year based on demand and use.

**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

**ALTERNATIVES:**

1. Approve Amendment of Exhibit 1330 to Include Updated District Facility Use Fee Schedule as first and final reading.
2. Approve Exhibit 1330 to Include Updated District Facility Use Fee Schedule as first Reading.
3. Do not approve

**RECOMMENDATION:** Alternative No.1

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

**BOARD OF EDUCATION MEETING, MAY 17, 2022**  
Amend Exhibit 1330 to Include Updated District Facility Use Fee Schedule  
Page 2

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Respectfully submitted:

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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**

## **EXHIBIT**

*Series 1000*

*Community Relations*

*E 1330 (a)*

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### **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~~, [July 1, 2022](#), 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
<del>Standard K-12 Classroom</del>	<del>0</del>	<del>20.50</del>	<del>30.75</del>
<del>Elementary Multipurpose Room</del>	<del>0</del>	<del>36.00</del>	<del>56.50</del>
<del>MCMS Multipurpose Room/Gymnasium</del>	<del>0</del>	<del>41.00</del>	<del>61.75</del>
<del>OPHS Multipurpose Room (3-HR)</del>	<del>0</del>	<del>56.50</del>	<del>87.25</del>
<del>OPHS Gymnasium (3-HR)</del>	<del>0</del>	<del>56.50</del>	<del>87.25</del>
<del>Cafeteria*</del>	<del>0</del>	<del>53.50</del>	<del>82.25</del>
<del>Lunch Area</del>	<del>0</del>	<del>15.50</del>	<del>25.75</del>
<del>Restrooms*</del>	<del>0</del>	<del>10.75</del>	<del>15.50</del>
<del>Playfields</del>	<del>0</del>	<del>25.75</del>	<del>41.00</del>
<del>Playgrounds</del>	<del>0</del>	<del>10.25</del>	<del>15.50</del>
<del>Tennis Courts</del>	<del>0</del>	<del>12.50</del>	<del>31.50</del>
<del>Softball Field</del>	<del>0</del>	<del>25.75</del>	<del>41.00</del>
<del>Baseball Field</del>	<del>0</del>	<del>25.75</del>	<del>41.00</del>
<del>Stadium Bleachers</del>	<del>0</del>	<del>72.00</del>	<del>107.75</del>
<del>Stadium Field</del>	<del>0</del>	<del>77.00</del>	<del>118.00</del>
<del>Stadium Lights*</del>	<del>0</del>	<del>102.75</del>	<del>154.00</del>
<del>Film Production (per day)</del>			<del>2,365.00</del>
<del>Parking Lot Rental*</del>	<del>0</del>	<del>25.75</del>	<del>51.25</del>
<del>Custodial Services Personnel</del>	<del>0</del>	<del>41.00</del>	<del>61.25</del>
<del>Food Services Personnel</del>	<del>0</del>	<del>41.00</del>	<del>61.25</del>
<del>Utilities Fee (per day)</del>	<del>0</del>	<del>15.50</del>	<del>25.75</del>
<del>Processing Fee</del>	<del>0</del>	<del>15.50</del>	<del>15.50</del>

**OAK PARK UNIFIED SCHOOL DISTRICT**  
**EXHIBIT**  
**FACILITY USE FEE SCHEDULE**

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

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

# OAK PARK UNIFIED SCHOOL DISTRICT

## EXHIBIT

*Series 1000*

*Community Relations*

*E 1330 (c)*

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### 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)*

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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, [5-17-2022](#)

536-5/6345392.1

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 2022**

**SUBJECT: B.6.b. APPROVE AMENDMENT TO ADMINISTRATIVE REGULATION  
3280 – SALE, LEASE, RENTAL OF DISTRICT-OWNED REAL  
PROPERTY**

**ACTION**

**ISSUE:** Shall the Board of Education review and approve the amended regulation 3280 – Sale, Lease, Rental of District-Owned Real Property?

**BACKGROUND:** Regulation updated to align with changes to Law as recommended by the District’s Legal Counsel.

**FISCAL IMPACT:** N/A

**ALTERNATIVES:** 1. Approve amended AR 3280 – Sale, Lease, Rental of District-Owned Real Property as first and final reading.  
2. Do not approve amended AR 3280 – Sale, Lease, Rental of District Owned Real Property.

**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 ADMINISTRATIVE REGULATION**

*Series 3000*

*Business and Non-Instructional Operations*

*AR 3280(a)*

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## Sale, Lease, Rental of District-Owned Real Property

The district advisory committee on use or disposition of surplus school buildings or space shall consist of seven to eleven members representative of the following: (Education Code 17389)

1. The district's ethnic, age group and socioeconomic composition
2. The business community, such as store owners, managers or supervisors
3. Landowners or renters, with preference to representatives of neighborhood associations
4. Teachers
5. Administrators
6. Parents of students
7. Persons with expertise in environmental impact, legal contracts, building codes, land use planning, local zoning, and other local land use restrictions

This committee shall: (Education Code 17390)

1. Review projected school enrollment and other data to determine the amount of surplus space and real property
2. Establish and circulate throughout the attendance area a priority list for use of surplus space and real property that will be acceptable to the community
3. Hold hearings, with community input, on acceptable uses of space and real property, including the sale or lease of surplus real property for child care development purposes
4. Make a final determination of limits of tolerance of use of space and real property
5. Send the Governing Board its recommendations regarding uses of surplus space and real property

The district advisory committee shall comply with open meeting requirements of the Brown Act. (Government Code 54952)

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 3000

Business and Non-Instructional Operations

AR 3280(b)

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## Sale, Lease Or Rental For Child Care Purposes

~~Any surplus real property sold or leased to designated child care providers for child care and development purposes shall comply with legally specified outdoor activity space requirements for child care facilities. The provisions of Education Code 17458 shall apply to any such sale or lease. The use of district facilities or grounds for extended day-care services shall be granted only in accordance with the provisions of Education Code 38134. (Education Code 8469.5)~~

*(cf. 1330 - Use of School Facilities)*

Adopted: 9-17-02, [5-17-2022](#)

536-5/6345400.1

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 2022**

**SUBJECT: B.6.c. APPROVE AMENDMENT TO ADMINISTRATIVE REGULATION  
3311 – BIDS**

**ACTION**

**ISSUE:** Shall the Board of Education review and approve the amended regulation 3311 Bids?

**BACKGROUND:** Regulation updated to align with changes to Law as recommended by the District's Legal Counsel.

**FISCAL IMPACT:** N/A

**ALTERNATIVES:** 1. Approve amended AR 3311 – Bids as first and final reading.  
2. Do not approve amended AR 3311 – Bids.

**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 ADMINISTRATIVE REGULATION

Series 3000

Business and Non-instructional Operations

AR 3311

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## Bids

The amount by which contracts shall be competitively bid shall escalate automatically based upon the annual adjustment by the Superintendent of Public Instruction.

## Advertised/Competitive Bids

~~The district shall advertise for any of the following: (Public Contract Code 20111)~~

~~1. A public project contract that involves an expenditure of \$15,000 or more, including a contract for construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or repair work involving a district owned, leased or operated facility.~~

~~(cf. 3311.1—Uniform Public Construction Cost Accounting Procedures)~~

~~(cf. 3311.2—Lease Leaseback Contracts)~~

~~(cf. 3311.3—Design-Build Contracts)~~

2. Competitive bids shall be sought through advertisement for contracts exceeding the amount established by the state of California per the annual state advisory for the following: (Public Contract Code 20111; Government Code 53060). ~~A contract that exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following:~~

a. The purchase of equipment, materials or supplies to be furnished, sold or leased to the district

~~(cf. 3230 - Federal Grant Funds)~~

~~(cf. 3311.4 - Procurement of Technological Equipment)~~

b. Services, not including construction services or special services and advice in accounting, financial, legal or administrative matters

c. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting and keeping a district facility operating in a safe, efficient and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing and other craft work designed to preserve the facility, as well as repairs, cleaning and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

## Instruction and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county.

## **OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION**

*Series 3000*

*Business and Non-instructional Operations*

*AR 3311*

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The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. (Public Contract Code 20112)

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

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in the products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

*(cf. 3510 – Green School Operations)*

2. All bids for construction work shall be presented under sealed cover. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20111, 20112)

The bid shall be accompanied by a form of bidder's security, including either cash, a cashier's check payable to the district, a certified check made payable to the district, or a bidder's bond executed by an admitted surety insurer and made payable to the district. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111, 20112)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)

4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)

5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)

6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a

## **OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION**

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specification, only the method provided in item #6a, below, shall be used: (Public Contract Code 20103.8)

a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.

b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. In determining the lowest bid, the district shall consider only responsive bids that conform to bid specifications and are submitted by responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

a. When a bid is determined to be nonresponsive, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the determination.

b. When the lowest bidder is determined to be nonresponsive, the Superintendent or designee shall notify the bidder of his/her right to present evidence of his/her responsibility at a hearing before the Board.

8. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

*(cf. 1340 - Access to District Records)*  
*(cf. 3580 - District Records)*

### Prequalification Procedure

## **OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION**

*Series 3000*

*Business and Non-instructional Operations*

*AR 3311*

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When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized prequalification questionnaire and financial record which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in Public Contract Code 4113 or Business and Professions Code 7056 or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

### Award of Contract

The district shall award each contract to the lowest responsible bidder, except in the following circumstances:

## **OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION**

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*AR 3311*

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1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
2. When the contract is for any transportation service which involves an expenditure of more than \$10,000, which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)
3. When the contract is one for which the Board has established goals and requirements relating to participation of, disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)
4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406

*(cf. 3311.2 - Lease-Leaseback Contracts)*

5. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

*(cf. 3311.3 - Design-Build Contracts)*

### **Protests by Bidders**

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

## **OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION**

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The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board Meeting. The Board's decision shall be final.

### Limitation on Use of Sole Sourcing

In any contract for the construction, alteration or repair of school facilities, the Superintendent or designee shall ensure that the bid specification t: (Public Contract Code 3002, 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification.

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or requests for proposals (RFP), that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

*(cf. 9323.2 – Actions by the Board)*

# **OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION**

*Series 3000*

*Business and Non-instructional Operations*

*AR 3311*

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## **Bids Not Required**

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

*(cf. 3300 – Expenditures and Purchases)*

*(cf. 3512 – Equipment)*

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost and savings comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

*(cf. 3511 – Energy and Water Management)*

*(cf. 9320 – Meetings and Notices)*

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

*(cf. 6161.1 – Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 – Supplementary Instructional Materials)*

*(cf. 6163.1 – Library Media Centers)*

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or

temporary basis. (Public Contract Code 20114)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

*(cf. 3517 – Facilities Inspection)*

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

Adopted: 7-23-80

Amended: 3-18-86, 6-6-89, 9-17-02, 3-06, 7-08, 11-10, 8-13, 1-14, 9-20-16, 1-17-17

536-5/6345411.1

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 2022**

**SUBJECT: B.6.d. APPROVE AMENDMENT TO ADMINISTRATIVE REGULATION  
3311.1 – UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING  
PROCEDURES (CUPCCAA)**

**ACTION**

**ISSUE:** Shall the Board of Education review and approve the amended regulation 3311.1 – Uniform Public Construction Cost Accounting Procedures (CUPCCAA)?

**BACKGROUND:** Regulation updated to align with changes to Law as recommended by the District's Legal Counsel.

**FISCAL IMPACT:** N/A

**ALTERNATIVES:** 1. Approve amended AR 3311.1 – Uniform Public Construction Cost Accounting Procedures (CUPCCAA) as first and final reading.  
2. Do not approve amended 3311.1 – Uniform Public Construction Cost Accounting Procedures (CUPCCAA).

**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 BOARD POLICY**

*Series 3000*

*Business and Non-Instructional Operations*

*AR 3311.1(a)*

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## Uniform Public Construction Cost Accounting Procedures

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of \$~~6045~~,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)
2. Contracts for public projects of \$~~175~~200,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)
  - a. The Superintendent or designee shall maintain a list of qualified contractors, identified according to categories of work.
  - b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain more information about the project, and states the time and place for submission of bids. The notice shall be disseminated by mail, fax, or email to all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due. In addition, the Superintendent or designee may mail, fax, or email a notice inviting informal bids to all construction trade journals identified pursuant to Public Contract Code 22036.
  - c. The district shall review the informal bids and award the contract, except that:
    - (1) If all bids received through the informal process are in excess of \$~~175,000~~200,000, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a four-fifths vote to award the contract at \$~~212~~187,500 or less and the Board determines the district's cost estimate is reasonable.
    - (2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.
3. Public projects of more than \$~~175,000~~200,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)
  - a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:

# **OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY**

*Series 3000*

*Business and Non-Instructional Operations*

*AR 3311.1(b)*

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(1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.

(2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to the notice required above, the district may give such other notice as it deems proper.

b. The district shall award the contract as follows:

(1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.

(2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.

(3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

*(cf. 3311 - Bids)*

Adopted: 01-17-2017

536-5/6345406.1

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 2022**

**SUBJECT: B.6.e. APPROVE AMENDMENT TO ADMINISTRATIVE REGULATION  
7211 – DEVELOPER FEES**

**ACTION**

**ISSUE:** Shall the Board of Education review and approve the amended regulation 7211 – Developer?

**BACKGROUND:** Regulation updated to align with changes to Law as recommended by the District’s Legal Counsel.

**FISCAL IMPACT:** N/A

**ALTERNATIVES:** 1. Approve amended AR 7211 – Developer as first and final reading.  
2. Do not approve amended 7211 – Developer.

**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 ADMINISTRATIVE REGULATION

Series 7000

Facilities

AR 7211(a)

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## Developer Fees

### Level 1 Funding: Residential, Commercial and Industrial Construction

Before taking action to establish, increase or impose developer fees, the Governing Board shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
  2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
  3. Determines a reasonable relationship between the need for the public facility and the type of development project for which the fee is imposed
  4. Determines a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributed to the development for which the fee is imposed
4. [Additionally, when applicable, the fee justification study shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate. \(Government Code 66016.5\(a\)\(2\)\)](#)

### Level 1 Funding: Notice and Hearing Requirements

Before levying developer fees or prior to increasing an existing fee, the Board shall schedule a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed.

Renewal requests for mailed notices shall be filed on or before April 1 of each year. The [ed](#)District may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt [the fee justification study and](#) a resolution for the levying of the developer fees. (Government Code 66016) The resolution shall set forth:

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 7000

Facilities

AR 7211(b)

1. The purpose of the fee and the public improvement(s) that the fee will be used to finance (Government Code 66006)
  2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001
  3. The ~~d~~District's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued: (Government Code 66007)
    - a. That the fees are to reimburse the ~~d~~District for previous expenditures
    - b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated and the ~~d~~District has adopted a proposed construction schedule or plan
- ~~b.~~ The District shall comply with all applicable noticing requirements prior to holding the public hearing.

## Level 2 Funding: Residential Construction

In order to impose residential construction fees within the limits of Government Code 65995.5, the Board shall: (Government Code 65995.5)

1. Make a timely application to the State Allocation Board for new construction funding for which it is eligible
2. Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6
3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D) (Government Code 65995.5)

~~3.~~

## Level 2 Funding: Notice and Hearing Requirements

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the ~~D~~district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

(cf. 7131 - Relations with Local Agencies)

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

# **OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION**

*Series 7000*

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This analysis may not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

No less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the ~~d~~District. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the ~~d~~District's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The ~~D~~District may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

The fees authorized by Government Code 65995.6 and Government Code 65995.7 shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

## Level 3 Funding: Residential Construction

When Level 3 fees are authorized by law and the ~~D~~District qualifies for Level 2 funding pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to the requirements of Government Code 65995.7.

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

*Series 7000*

*Facilities*

*AR 7211(d)*

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## Level 3 Funding: Notice and Hearing Requirements

Pursuant to Government Code 65995.7, the notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 funding shall be the same as the requirements for Level 2 funding as specified above.

## All Developer Funding Fees: Additional Requirements

The District shall send a copy of any resolution adopting or increasing developer fees to the city and county, accompanied by all relevant supporting documentation and a map indicating the boundaries of the area subject to the fee. (Education Code 17621)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees and notification that the 90-day approval period during which the applicant may protest has begun. (Government Code 66020)
2. The Superintendent or designee shall receive and retain acknowledgment that the above notification was received.
3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board shall immediately certify that the fee has been paid or that the District has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for and expended pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year: (Government Code 66006)

1. A brief description of the type of fee in the account or fund
2. The amount of the fee

## OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

*Series 7000*

*Facilities*

*AR 7211(e)*

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3. The beginning and ending balance of the account or fund
4. The amount of the fees collected and the interest earned
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the [eDistrict](#) determines that sufficient funds have been collected to complete financing on an incomplete public improvement
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan
8. The amount of refunds made pursuant to Government Code 66001(e) and any allocations made pursuant to Government Code 66001(f)

The Board shall review the above information at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified
4. Designate the approximate dates on which the funding referred to in item #3 is expected to be

# **OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION**

*Series 7000*

*Facilities*

*AR 7211(f)*

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deposited into the appropriate account or fund

When sufficient funds have been collected to complete the financing of public improvements but such improvements remain incomplete, the dDistrict shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

## Appeals Process for Protests by Developers

Developers of residential, commercial and industrial projects who claim that the developer fee has been inappropriately levied shall use the following procedures: (Government Code 66020)

1. The developer shall tender any required payment in full or provide satisfactory evidence of arrangements to pay the fee when due or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board. This notice shall include:
  - a. A statement that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest
  - b. A statement informing the Board of the factual elements of the dispute and the legal theory forming the basis for the protest
3. The protest shall be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees.

At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void or annul the imposition of the fees imposed on the development project within 180 days of delivery of the notice. (Government Code 66020)

Adopted: 3-20-01

Amended: 9-17-02

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 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 April 30th 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,

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Jeff Davis, Ed.D.  
Superintendent

2021-22 2ND INTERIM BUDGET as of

Oak Park Unified  
56-73874-0000000  
4/30/2022

## Cashflow Report

2021-22 2ND INTERIM BUDGET as of 4/30/2022

Base Year 2021-22; Actuals Through the Month of April

Oak Park Unified  
56-73874-0000000

01 3

Fund 01

	Object Range	Budget/Beg. Balance	2021 July	August	September	October	November	December	2022 January	February
<b>A. BEGINNING CASH</b>		<b>7,019,939</b>	<b>7,019,939</b>	<b>3,677,406</b>	<b>4,223,262</b>	<b>4,049,284</b>	<b>419,721</b>	<b>374,026</b>	<b>9,281,902</b>	<b>6,778,434</b>
<b>B. RECEIPTS</b>										
LCFF Sources										
Principal Apportionment	8010-8019	28,404,094	888,806	888,806	4,282,079	1,599,850	1,599,850	4,282,079	1,599,850	1,616,572
Property Taxes	8020-8079	12,539,926	—	88,793	32,874	—	504,089	6,901,153	194,305	—
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	—	—	—	—	—	—	—
Federal Revenue	8100-8299	1,449,728	339	50,512	(725)	37,569	(913)	67,335	5,542	17,684
Other State Revenue	8300-8599	4,481,081	—	—	275,772	112,486	122,282	531,683	1,403,127	33,825
Other Local Revenue	8600-8799	4,893,434	206,186	232,715	549,361	391,346	357,175	408,722	432,118	425,153
Interfund Transfers in	8910-8929	0	—	—	—	—	—	—	—	—
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
<b>TOTAL RECEIPTS</b>		<b>51,768,263</b>	<b>1,095,331</b>	<b>1,260,826</b>	<b>5,139,361</b>	<b>2,141,251</b>	<b>2,582,484</b>	<b>12,190,972</b>	<b>3,634,942</b>	<b>2,093,234</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999	23,329,344	296,427	2,365,584	2,092,956	2,248,911	2,253,088	2,233,767	2,244,714	2,254,177
Classified Salaries	2000-2999	8,008,687	233,641	706,392	739,877	735,273	750,638	727,060	717,650	714,863
Employee Benefits	3000-3999	11,262,524	120,449	1,086,852	1,075,395	1,085,772	1,092,730	1,090,725	1,088,845	1,085,881
Books and Supplies	4000-4999	2,452,790	98,948	262,362	309,398	436,747	153,174	108,176	225,172	67,818
Services	5000-5999	5,028,559	107,020	730,496	(189,739)	392,490	358,129	401,582	313,401	608,517
Capital Outlay	6000-6999	103,642	—	—	5,759	—	—	5,374	—	10,252
Other Outgo	7000-7499	246,697	2,392	(21,149)	18,823	4,305	18,823	27,846	4,305	(77,297)
Interfund Transfers Out	7600-7629	10,000	—	—	—	—	—	—	—	—
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
<b>TOTAL DISBURSEMENTS</b>		<b>50,442,243</b>	<b>858,878</b>	<b>5,130,537</b>	<b>4,052,470</b>	<b>4,903,499</b>	<b>4,626,581</b>	<b>4,594,530</b>	<b>4,594,087</b>	<b>4,664,211</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>(1,707,972)</b>	<b>(3,342,533)</b>	<b>545,856</b>	<b>(173,978)</b>	<b>(3,629,562)</b>	<b>(45,695)</b>	<b>8,907,876</b>	<b>(2,503,468)</b>	<b>(2,847,463)</b>
<b>F. ENDING CASH (A + E)</b>			<b>3,677,406</b>	<b>4,223,262</b>	<b>4,049,284</b>	<b>419,721</b>	<b>374,026</b>	<b>9,281,902</b>	<b>6,778,434</b>	<b>3,930,971</b>
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										

Oak Park Unified  
56-73874-0000000

**Cashflow Report**  
**2021-22 2ND INTERIM BUDGET as of 4/30/2022**  
Base Year 2021-22; Actuals Through the Month of April

Fund 01

	Object Range	Budget/Beg. Balance	2022 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
<b>A. BEGINNING CASH</b>		<b>7,019,939</b>	<b>3,930,971</b>	<b>4,215,982</b>	<b>5,566,033</b>	<b>2,618,641</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>B. RECEIPTS</b>										
LCFF Sources										
Principal Apportionment	8010-8019	28,404,094	4,284,420	1,616,572	1,616,572	4,128,638	—	—	28,404,094	—
Property Taxes	8020-8079	12,539,926	89,744	4,725,805	—	3,163	—	—	12,539,926	—
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	—	—	—	—	—	—	—
Federal Revenue	8100-8299	1,449,728	(3,861)	99,823	—	253,967	922,456	—	1,449,728	—
Other State Revenue	8300-8599	4,481,081	335,145	58,825	—	235,207	1,372,729	—	4,481,081	—
Other Local Revenue	8600-8799	4,893,434	331,850	333,440	364,633	388,150	472,584	—	4,893,434	—
Interfund Transfers in	8910-8929	0	—	—	—	—	—	—	—	—
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
<b>TOTAL RECEIPTS</b>		<b>51,768,263</b>	<b>5,037,298</b>	<b>6,834,465</b>	<b>1,981,205</b>	<b>5,009,125</b>	<b>2,767,768</b>	<b>—</b>	<b>51,768,263</b>	<b>—</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999	23,329,344	2,251,483	2,263,108	2,240,135	619,316	—	(34,322)	23,329,344	—
Classified Salaries	2000-2999	8,008,687	723,259	727,106	769,248	375,549	—	88,132	8,008,687	—
Employee Benefits	3000-3999	11,262,524	1,081,701	1,080,039	1,080,423	294,606	—	(895)	11,262,524	—
Books and Supplies	4000-4999	2,452,790	105,406	56,947	156,502	283,446	145,340	—	2,409,437	43,353
Services	5000-5999	5,028,559	184,961	268,479	329,623	731,945	366,641	—	4,603,546	425,013
Capital Outlay	6000-6999	103,642	82,180	—	20,564	20,565	—	—	144,694	(41,052)
Other Outgo	7000-7499	246,697	53,670	2,563	31,320	118,266	—	—	183,866	62,831
Interfund Transfers Out	7600-7629	10,000	—	—	—	10,000	—	—	10,000	—
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
<b>TOTAL DISBURSEMENTS</b>		<b>50,442,243</b>	<b>4,482,660</b>	<b>4,398,242</b>	<b>4,627,815</b>	<b>2,453,693</b>	<b>511,980</b>	<b>52,915</b>	<b>49,952,098</b>	<b>490,145</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>(1,707,972)</b>	<b>285,011</b>	<b>1,350,051</b>	<b>(2,947,391)</b>	<b>3,305,220</b>	<b>31,966</b>	<b>(52,915)</b>	<b>(1,117,027)</b>	
<b>F. ENDING CASH (A + E)</b>			<b>4,215,982</b>	<b>5,566,033</b>	<b>2,618,641</b>	<b>5,923,861</b>	<b>—</b>	<b>—</b>	<b>—</b>	
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>									<b>5,902,912</b>	

Oak Park Unified  
56-73874-0000000

**Cashflow Report**  
**2021-22 2ND INTERIM BUDGET as of 4/30/2022**  
Base Year 2021-22; Actuals Through the Month of April

Fund 01

	Object Range	Budget/Beg. Balance	2021 July	August	September	October	November	December	2022 January	February
<b>D. BALANCE SHEET ITEMS</b>										
<b>Assets and Deferred Outflows</b>										
Cash Not in Treasury	9111-9199	2,000	—	—	—	—	—	—	—	—
Accounts Receivable	9200-9299	7,641,076	(284,218)	4,985,161	941,476	394,875	823,374	638,438	(1,630)	18,840
Due From Other Funds	9310	51,666	(37,956)	(60,000)	(110,000)	(30,000)	75,000	125,000	89,622	—
Stores	9320	0	—	—	—	—	—	—	—	—
Prepaid Expenditures	9330	(89,700)	—	—	(91,700)	—	—	—	—	—
Other Current Assets	9340	0	—	—	—	—	—	—	—	—
Deferred Outflows of Resources	9490	0	—	—	—	—	—	—	—	—
<b>SUBTOTAL</b>		<b>7,605,041</b>	<b>(322,175)</b>	<b>4,925,161</b>	<b>739,776</b>	<b>364,875</b>	<b>898,374</b>	<b>763,438</b>	<b>87,992</b>	<b>18,840</b>
<b>Liabilities and Deferred Inflows</b>										
Accounts Payable	9500-9599	3,979,585	1,776,213	655,115	816,167	(265,528)	(775,993)	(397,996)	(173,895)	300,922
Due To Other Funds	9610	459,763	—	—	—	23,553	(1,200,000)	(150,000)	1,806,211	—
Current Loans	9640	5,910,000	1,480,599	(145,521)	1,184,479	1,184,479	875,965	—	—	—
Unearned Revenues	9650	289,685	—	—	—	289,685	—	—	—	(5,595)
Deferred Inflows of Resources	9690	0	—	—	—	—	—	—	—	—
<b>SUBTOTAL</b>		<b>10,639,033</b>	<b>3,256,812</b>	<b>509,594</b>	<b>2,000,646</b>	<b>1,232,189</b>	<b>(1,100,028)</b>	<b>(547,996)</b>	<b>1,632,316</b>	<b>295,327</b>
<b>Nonoperating</b>										
Suspense Clearing	9910	0	—	—	—	—	—	—	—	—
<b>TOTAL BALANCE SHEET ITEMS</b>		<b>(3,033,992)</b>	<b>(3,578,986)</b>	<b>4,415,567</b>	<b>(1,260,870)</b>	<b>(867,314)</b>	<b>1,998,402</b>	<b>1,311,434</b>	<b>(1,544,323)</b>	<b>(276,486)</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>(1,707,972)</b>	<b>(3,342,533)</b>	<b>545,856</b>	<b>(173,978)</b>	<b>(3,629,562)</b>	<b>(45,695)</b>	<b>8,907,876</b>	<b>(2,503,468)</b>	<b>(2,847,463)</b>
<b>F. ENDING CASH (A + E)</b>			<b>3,677,406</b>	<b>4,223,262</b>	<b>4,049,284</b>	<b>419,721</b>	<b>374,026</b>	<b>9,281,902</b>	<b>6,778,434</b>	<b>3,930,971</b>
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										

Oak Park Unified  
56-73874-0000000

**Cashflow Report**  
**2021-22 2ND INTERIM BUDGET as of 4/30/2022**  
Base Year 2021-22; Actuals Through the Month of April

Fund 01

	Object Range	Budget/Beg. Balance	2022 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
<b>D. BALANCE SHEET ITEMS</b>										
<b>Assets and Deferred Outflows</b>										
Cash Not in Treasury	9111-9199	2,000	—	—	—	—	—	—	—	
Accounts Receivable	9200-9299	7,641,076	(51)	5,940	—	—	(2,767,768)	—	4,754,437	
Due From Other Funds	9310	51,666	—	—	—	—	—	—	51,666	
Stores	9320	0	—	—	—	—	—	—	—	
Prepaid Expenditures	9330	(89,700)	—	—	—	2,000	—	—	(89,700)	
Other Current Assets	9340	0	—	—	—	—	—	—	—	
Deferred Outflows of Resources	9490	0	—	—	—	—	—	—	—	
<b>SUBTOTAL</b>		<b>7,605,041</b>	<b>(51)</b>	<b>5,940</b>	<b>—</b>	<b>2,000</b>	<b>(2,767,768)</b>	<b>—</b>	<b>4,716,403</b>	
<b>Liabilities and Deferred Inflows</b>										
Accounts Payable	9500-9599	3,979,585	274,862	(237,888)	300,782	(798,249)	(511,980)	—	962,531	
Due To Other Funds	9610	459,763	—	—	—	—	(20,000)	—	459,763	
Current Loans	9640	5,910,000	—	1,330,000	—	—	—	—	5,910,000	
Unearned Revenues	9650	289,685	(5,285)	—	—	50,462	(11,966)	—	317,301	
Deferred Inflows of Resources	9690	0	—	—	—	—	—	—	—	
<b>SUBTOTAL</b>		<b>10,639,033</b>	<b>269,577</b>	<b>1,092,112</b>	<b>300,782</b>	<b>(747,787)</b>	<b>(543,947)</b>	<b>—</b>	<b>7,649,595</b>	
<b>Nonoperating</b>										
Suspense Clearing	9910	0	—	—	—	—	—	—	—	
<b>TOTAL BALANCE SHEET ITEMS</b>		<b>(3,033,992)</b>	<b>(269,627)</b>	<b>(1,086,172)</b>	<b>(300,782)</b>	<b>749,787</b>	<b>(2,223,821)</b>	<b>—</b>	<b>(2,933,192)</b>	
<b>E. NET INCREASE/DECREASE (B - C + D)</b>										
		<b>(1,707,972)</b>	<b>285,011</b>	<b>1,350,051</b>	<b>(2,947,391)</b>	<b>3,305,220</b>	<b>31,966</b>	<b>(52,915)</b>	<b>(1,117,027)</b>	
<b>F. ENDING CASH (A + E)</b>										
			<b>4,215,982</b>	<b>5,566,033</b>	<b>2,618,641</b>	<b>5,923,861</b>	<b>—</b>	<b>—</b>	<b>—</b>	
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										
									<b>5,902,912</b>	

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 2022**

**SUBJECT: VII.2. MONTHLY MEASURE S BOND PROJECT STATUS REPORT**  
INFORMATION

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**ISSUE:** Shall the Board receive and review a status report on the progress of authorized Measure S bond projects through April 30, 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,

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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
<b>Measure S Management</b>			-
Measure S General Architecture Planning Services	155,160	155,160	-
Measure S District Salaries (3) (4)	1,281,190	1,287,002	237,128
17-58S General Planning & Architectural Services (1) (3) (4)	120,221	101,952	17,448
Measure S Program Direct Software, Equipment & Su (1) (4)	251,050	225,392	652
Measure S General CM Services-Balfour Beatty	474,563	411,313	-
	<b>2,282,184</b>	<b>2,180,819</b>	<b>255,228</b>
<b>Brookside Elementary School</b>			-
17-32S Security Fencing	58,490	58,490	-
17-42S Modernization Campus Wide	10,000	10,000	-
17-47S Administration Building DSA Cert. (1) (3) (4)	1,390,256	1,285,364	-
18-11S Design HVAC System Upgrade, BLDG 200 & 300	3,400	3,400	-
18-18S Classroom Replacement(4) Phase 1 (1) (2) (3)	3,648,750	328,652	-
19-28S Extend Shared Wall Room 216	11,200	11,200	-
19-30S Extend Height of Playground Fence	25,034	25,034	-
20-17S Remove and Replace Foundation on Portable C (1)	47,783	46,099	-
20-16S Innovation Lab BES (1) (3)	47,200	47,200	-
	<b>5,242,112</b>	<b>1,815,438</b>	-
<b>District Office</b>			-
19-17S District Office Emergency Generator (1) (3) (4)	234,650	45,476	144,709
19-21S Upper Field Chain Link Fencing and Gates	12,416	12,416	-
	<b>247,066</b>	<b>57,892</b>	<b>144,709</b>
<b>District Wide</b>			-
17-49S Security Badge System Upgrade	9,586	9,586	-
17-01S Solar Project	7,120,121	7,120,121	-
17-33S Ext. Campus Surveillance Cameras @ 6 Si	374,597	374,597	-
17-39S Landscape Improvements	19,000	19,000	-
18-22S Security Upgrades - PA System	14,669	14,669	-
18-26S Collaborative Furniture	184,588	184,588	-
18-38S Extended Care Facility Furniture & Equipmen	12,319	12,319	-
18-33S Solar Installation Maintenance Contract (1) (3)	256,055	195,783	-
19-08S DW Arch Svcs for DSA Certific	34,203	34,203	-
19-10S Collaborative Furniture	200,000	195,708	335
19-22S King James Court Debris Clearance	15,700	15,700	-
19-31S Security Raptor Software Districtwide	45,367	45,367	-
20-04S Collaborative Furniture	102,774	68,620	33,033
20-10S Exterior Repairs to Portables at BES/MCMS	61,034	61,034	-
20-21S Outdoor Furniture Purchases DW	105,808	102,733	-
20-23S HVAC Upgrades Districtwide (1)	366,354	222,416	132,889
	<b>8,922,175</b>	<b>8,676,444</b>	<b>166,257</b>
<b>Medea Creek Middle School</b>			-
17-23S Roof Replacement	60,316	60,316	-
17-24S HVAC Replacement	331,787	331,787	-
17-36S Modernization Campus Wide	10,000	10,000	-
17-35S Kitchen Improvements (2) (3)	1,506,394	1,586,790	4,028
18-03S Security Fencing Parking Lot	42,630	42,630	-
18-07S Sidewalk and Handrail Installation, Buildin	26,937	26,937	-
18-21S Classroom Replacement (1) (2) (3)	5,464,260	5,048,593	147,229
18-25S MPR High Roof Replacement	160,135	165,457	-
18-36S Library Wall Removal	3,500	3,500	-
18-39S Counseling Office Improvements & Additions	32,109	35,459	-



## Consolidated Budget Status Report

Budgets versus Commitments and Expenditures for multiple Projects

### Budget vs. Commitments and Expenditures

School/Project Name	Budget	Expenditures	
	Total Budget	Total Expenditures	Remaining Against Committed
18-40S Safety/Security Gates	89,827	89,827	-
18-45S ORCA Food Waste Recycling Pilot Program	61,844	45,633	19,307
18-48S EV Charging Station	17,794	17,794	-
19-05S Trellis Removal at MCMS	75,609	75,609	-
19-15S Shade Sails at MCMS	60,845	60,845	-
20-12S Renovate Lobby MCMS (1) (4)	20,707	20,707	-
21-02S Entry Way Sign at Medea Creek Middle School	14,900	14,900	-
	<b>7,979,594</b>	<b>7,636,784</b>	<b>170,564</b>
<b>Oak Hills Elementary School</b>			-
17-25S HVAC Replacement	139,837	133,652	-
17-38S Modernization Campus Wide	15,000	15,000	-
17-32S Security Fencing	48,845	48,845	-
19-09S/18-19S Add Modular Classrooms (1) (2)	468,217	215,220	-
19-02S Area Drain Improvements Rooms 8-11	12,400	12,400	-
19-12F OHES Running Track	29,555	29,555	-
19-13S OHES Fencing @ Park (3)	135,042	120,517	174
19-20S Kindergarten Flooring Classrooms	19,223	19,223	-
19-29S Extend Wall Between Conf/Copy Room	11,732	11,732	-
20-03S Innovation Lab OHES (1)	66,848	65,156	1,692
	<b>946,698</b>	<b>671,300</b>	<b>1,866</b>
<b>Oak Park High School</b>			-
17-34S Security Lighting at Cul De Sac	283,134	283,134	-
17-28S Roof Replacement	54,705	54,705	-
17-27S HVAC Replacement	97,230	97,230	-
17-32S Security Fencing (Ornamental @ Stadium)	198,834	139,864	-
17-57S Safety Lighting	24,891	-	-
18-01S Football Field Fencing	56,370	56,370	-
18-02S Fencing Girls Varsity Softball Field	42,885	42,855	-
18-24S Safety Security Fencing @ Library & Gates	52,800	62,010	-
18-23S OPHS Stadium Safety Rail Repair	23,450	23,450	-
18-46S OPHS Stairs & Sidewalk-Athletic Facilities	122,083	122,083	-
19-19S Art Court Phase II (1) (4)	255,716	252,117	1,592
19-23S Tennis Court Resurfacing	44,084	44,084	-
19-27S Repair Wood Columns @OPHS	19,655	19,655	-
20-05S Basketball Courts Resurfacing OPHS	20,052	20,052	-
20-22S Economizers OPHS F Bldg. HVAC's (1) (4)	25,756	25,756	-
21-01S Turf Replacement and Upgrades OPHS	1,118,397	1,131,091	32,044
	<b>2,440,042</b>	<b>2,374,456</b>	<b>33,636</b>
<b>Oak View High School</b>			-
19-26S Reno Bldg Ext at OVHS	175,000	167,808	(880)
	<b>175,000</b>	<b>167,808</b>	<b>(880)</b>
<b>Red Oak Elementary School</b>			-
17-37S Modernization Campus Wide	10,000	10,000	-
17-32S Security Fencing	3,860	3,860	-
18-20S Modular Classroom Replacement (1) (3)	6,748,109	503,094	-
19-01S MPR Structural Repairs	34,408	34,408	-
19-14S ROES Phase 1 Safety/Security Fencing	130,400	130,400	-
19-16S ROES Phase 2 Safety/Security Fencing	75,873	69,615	-
20-11S Restroom Upgrades at ROES (2) (3)	90,639	90,639	-
20-13S Paint Admin Interior	17,601	18,265	-
20-14S Flooring for Admin + 7 Classrooms	49,125	49,125	-



## 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
20-15S Innovation Lab at ROES (1)	44,065	44,065	-
20-18S Renovate Exteriors of Buildings B & C @ROES (1) (3)	125,484	91,020	36,378
	<b>7,329,564</b>	<b>1,044,492</b>	<b>36,378</b>
<b>Sound System Upgrades</b>			-
22-01S Sound System Upgrades @OPHS (1) (3) (4)	23,650	6,192	13,769
	<b>23,650</b>	<b>6,192</b>	<b>13,769</b>
<b>TECH</b>			-
17-50S Next Gen CR/Flat Panel SMRT Display Pilot	36,532	48,120	-
18-12S Network File Server Refresh	125,000	124,500	-
18-13S Purchase Staff Computers & Spare Device	55,000	37,272	-
18-14S Chromebook 1-to-1 Take Home Pilot 6 Grade	341,257	210,136	7,978
18-35S BES Chromebooks for Gr5	17,206	17,206	-
18-30S MCMS Library Computer Lab Refresh	47,000	37,106	-
18-31F 3-D Printers	31,500	26,882	-
18-28S DW Chromebook Refresh	250,000	209,943	-
18-29S Flat Panel Displays @ MCMS & OPHS	36,100	31,124	-
18-42S MCMS Computer on Wheels Laptops for Art Cla	18,981	18,981	-
18-43S DW Virtual Reality Pilot Program	6,000	5,148	-
18-44S I-Pad Refresh of K-2 Totes	325,000	302,138	-
18-49F iMacs for Tech Lab MCMS	10,000	8,052	11,948
19-03S Replace Smartboard Projectors	24,000	21,081	1,367
19-04S District Refresh & Spare Computer Equipment	50,000	53,415	-
19-06S Promethean Smart Board Replacement at OHES	81,229	81,229	-
19-07F Chromebook 1:1 Take Home Prgrm Grds 5-12 (1) (3)	854,877	732,904	93,263
19-11S Ipad Air Refresh Part 2	251,335	251,335	-
19-24S Additional Security Cameras DW Phase 4	38,029	38,029	-
20-01S Next Generation MacBook Pro Pilot Program (1)	20,451	8,576	11,875
20-02S Interactive Flat Panel Displays for Element	15,000	-	-
20-08S Apple iPad Air Refresh (1)	34,544	34,544	-
20-09S District Network Firewall Refresh (1)	285,524	285,524	-
20-19S Staff Laptop Refresh (1)	226,985	207,402	19,671
20-20S Chromebook 1:1 Program (1)	361,738	361,738	-
20-24S Oak Park High School Engineering Workstatio (1)	69,534	69,534	-
20-25S Apple iPad Air Refresh Wave 3 (1) (3)	33,030	795	32,235
20-26S MCMS Computer Lab Refresh (3)	95,000	79,214	15,786
21-03S Core Network Switch Replacement & Service C (1) (3)	74,146	45,706	28,440
21-05S Smartboard Replacement DW (1)	209,356	209,356	-
21-04S Network Access Appliance (3)	23,000	-	23,000
	<b>4,047,354</b>	<b>3,556,989</b>	<b>245,562</b>
<b>Totals</b>	<b>39,635,439</b>	<b>28,188,613</b>	<b>1,067,087</b>

**TO: MEMBERS, BOARD OF EDUCATION**

**FROM: DR. JEFF DAVIS, SUPERINTENDENT**

**DATE: MAY 17, 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 April 30<sup>th</sup> 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,

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Jeff Davis, Ed.D.  
Superintendent

## Fiscal13a

## Financial Statement

Fund 01		Fiscal Year 2021/22 Through April 2022				
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rec'd
<b>REVENUE DETAIL</b>						
<b>LCFF Revenue Sources</b>						
8011-8019	LCFF State Aid	28,455,009.00	28,404,094.00	22,658,884.00	5,745,210.00	79.77%
8020-8079	Property Taxes	12,344,848.00	12,539,926.00	12,536,763.25	3,162.75	99.97%
	<b>Total LCFF Revenue Sources</b>	<b>40,799,857.00</b>	<b>40,944,020.00</b>	<b>35,195,647.25</b>	<b>5,748,372.75</b>	<b>85.96%</b>
<b>Federal Revenues</b>						
8100-8299	Federal Revenues	1,047,038.00	1,449,728.00	273,305.19	1,176,422.81	18.85%
<b>Other State Revenues</b>						
8300-8599	Other State Revenues	3,676,130.00	4,481,081.00	2,873,145.28	1,607,935.72	64.12%
<b>Other Local Revenue</b>						
8600-8799	Other Local Revenues	3,559,306.00	4,893,434.00	3,668,066.86	1,225,367.14	74.96%
	<b>Total Year To Date Revenues</b>	<b>49,082,331.00</b>	<b>51,768,263.00</b>	<b>42,010,164.58</b>	<b>9,758,098.42</b>	<b>81.15%</b>

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>EXPENDITURE DETAIL</b>							
<b>Certificated Salaries</b>							
1100-1199	Certificated Teacher Salaries	18,733,533.00	18,577,564.00	1,735,019.72	16,597,488.01	245,056.27	89.34%
1160	Certificated Salaries Stipends	363,777.00	578,066.00	66,252.94	303,256.48	208,556.58	52.46%
1200	Certificated Pupil Support Salaries	1,933,161.00	1,912,726.00	178,928.06	1,715,925.32	17,872.62	89.71%
1260	Counselor Stipend	10,000.00	500.00	100.00	400.00	.00	80.00%
1300	Certificated Supervisors' & Administrators' Salaries	2,289,350.00	2,260,488.00	376,113.66	1,887,145.17	2,770.83-	83.48%
	<b>Total Certificated Salaries</b>	<b>23,329,821.00</b>	<b>23,329,344.00</b>	<b>2,356,414.38</b>	<b>20,504,214.98</b>	<b>468,714.64</b>	<b>87.89%</b>
<b>Classified Salaries</b>							
2100	Classified Instructional Salaries	2,725,271.00	2,798,409.00	269,135.09	2,420,375.03	108,898.88	86.49%
2200	Classified Support Salaries	1,873,291.00	1,976,234.00	265,387.30	1,644,540.50	66,306.20	83.22%
2300	Classified Supervisors' & Administrators' Salaries	357,391.00	362,242.00	60,373.48	301,867.40	1.12	83.33%
2400	Clerical, Technical, & Office Staff Salaries	1,983,156.00	2,051,951.00	325,672.46	1,710,152.71	16,125.83	83.34%
2900	Other Classified Salaries	711,278.00	819,851.00	71,123.19	698,821.97	49,905.84	85.24%
	<b>Total Classified Salaries</b>	<b>7,650,387.00</b>	<b>8,008,687.00</b>	<b>991,691.52</b>	<b>6,775,757.61</b>	<b>241,237.87</b>	<b>84.61%</b>
<b>Employee Benefits</b>							
3100	State Teachers' Retirement System	3,852,851.00	3,881,561.00	370,309.79	3,374,343.50	136,907.71	86.93%
3200	Public Employees' Retirement System	1,296,835.00	1,244,578.00	177,183.42	1,036,470.96	30,923.62	83.28%
3400	Health & Welfare Benefits	4,596,961.00	4,648,600.00	455,126.87	4,192,028.73	1,444.40	90.18%
3300-3900	All Other Statutory Costs	1,682,191.00	1,487,785.00	167,223.35	1,285,546.52	35,015.13	86.41%
	<b>Total Employee Benefits</b>	<b>11,428,838.00</b>	<b>11,262,524.00</b>	<b>1,169,843.43</b>	<b>9,888,389.71</b>	<b>204,290.86</b>	<b>87.80%</b>
<b>Books and Supplies</b>							
4100	Approved Textbooks and Core Curricula Materials	442,681.00	538,763.00	104.99	535,656.31	3,001.70	99.42%
4200	Other Books and Reference Material	48,701.00	91,434.00	3,198.37	71,536.66	16,698.97	78.24%
4300	Materials & Supplies	937,736.00	1,180,064.00	165,176.84	683,098.32	331,788.84	57.89%
4400	Noncapitalized Equipment	438,549.00	625,057.00	87,937.35	533,857.65	3,262.00	85.41%
	<b>Total Books and Supplies</b>	<b>1,867,667.00</b>	<b>2,435,318.00</b>	<b>256,417.55</b>	<b>1,824,148.94</b>	<b>354,751.51</b>	<b>74.90%</b>
<b>Services and Other Operating Expenditures</b>							
5200	Travel and Conference	116,098.00	130,221.00	19,195.63	41,187.80	69,837.57	31.63%
5300	Dues and Memberships	43,893.00	51,820.00	387.90	47,763.01	3,669.09	92.17%
5400	Insurance	591,180.00	614,157.00	.00	614,157.00	.00	100.00%

5500	Operations & Housekeeping Services	646,064.00	761,384.00	80,932.68	532,146.28	148,305.04	69.89%
5600	Rentals, Leases, Repairs, & Noncapitalized Improvements	446,755.00	463,621.00	60,463.59	392,176.02	10,981.39	84.59%
5700	Transfers of Direct Costs	.00	.00	.00	.00	.00	0.00%
5800	Professional/Consulting Services & Operating Expenditures	1,789,774.00	2,736,950.00	675,872.14	1,444,391.47	616,686.39	52.77%
5899	Legal Fees	182,000.00	227,003.00	79,368.73	80,915.04	66,719.23	35.64%
5900	Telephone and Communications	130,733.00	73,493.00	19,912.80	22,600.77	30,979.43	30.75%
<b>Total Services and Other Operating Expenditures</b>		<b>3,946,497.00</b>	<b>5,058,649.00</b>	<b>936,133.47</b>	<b>3,175,337.39</b>	<b>947,178.14</b>	<b>62.77%</b>
<b>Capital Outlay</b>							
6000	Capital Outlay	.00	103,642.00	.00	103,565.26	76.74	99.93%
<b>Tuition</b>							
7100	Tuition	387,368.00	387,368.00	283,558.00	9,273.00-	113,083.00	-2.39%
<b>Transfers of Indirect/direct Support costs</b>							
7350	Direct Support/Indirect Costs	147,020.00-	198,742.00-	.00	.00	198,742.00-	0.00%
<b>Debt Service</b>							
7438	Debt Service - Interest	8,771.00	6,643.00	1,660.62	4,981.86	.52	74.99%
7439	Debt Service - Principal	49,300.00	51,428.00	12,857.20	38,571.60	.80-	75.00%
<b>Total Debt Service</b>		<b>58,071.00</b>	<b>58,071.00</b>	<b>14,517.82</b>	<b>43,553.46</b>	<b>.28-</b>	<b>75.00%</b>
<b>Total Year To Date Expenditures</b>		<b>48,521,629.00</b>	<b>50,444,861.00</b>	<b>6,008,576.17</b>	<b>42,305,694.35</b>	<b>2,130,590.48</b>	<b>83.87%</b>

Object	Description	Adopted	Budget	Revised	Budget	Encumbrance	Actual	Balance	% Used
<b>OTHER FINANCING SOURCES</b>									
<b>Other Financing Sources</b>									
8919	Other Authorized Interfund Transfer In	.00	.00	.00	.00	.00	.00	.00	0.00%
<b>Total Other Financing Sources</b>		<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>0.00%</b>
<b>Total Year To Date Other Financing Sources</b>		<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>0.00%</b>

Object	Description	Adopted	Budget	Revised	Budget	Encumbrance	Actual	Balance	% Used
<b>OTHER FINANCING USES</b>									
<b>Interfund Transfers Out</b>									
7611	From General to Child Development Fund	.00	10,000.00	.00	.00	.00	.00	10,000.00	0.00%
7612	Transfer General Fund to/from Special Reserve Fund	.00	.00	.00	.00	.00	.00	.00	0.00%
7616	Transfer Between General Fund & Cafeteria Fund	.00	.00	.00	.00	.00	.00	.00	0.00%
<b>Total Interfund Transfers Out</b>		<b>.00</b>	<b>10,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>10,000.00</b>	<b>0.00%</b>
<b>Total Year To Date Other Financing Uses</b>		<b>.00</b>	<b>10,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>10,000.00</b>	<b>0.00%</b>

Object	Description	Budget		Actuals To Date			
		Adopted	Revised	Encumbrance	Actual	Budget Balance	% of Budget
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
	A. Revenues	49,082,331.00	51,768,263.00		42,010,164.58	9,758,098.42	81.15%
	B. Expenditures	48,521,629.00	50,444,861.00	6,008,576.17	42,305,694.35	2,130,590.48	83.87%
	C. Subtotal (Revenues LESS Expense)	560,702.00	1,323,402.00		295,529.77-	7,627,507.94	
	D. Other Financing Sources & Uses						
	Source	.00	.00		.00	.00	0.00%
	LESS Uses	.00	10,000.00		.00	10,000.00	0.00%
	E. Net Change in Fund Balance	560,702.00	1,313,402.00		295,529.77-	7,617,507.94	
	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	5,299,350.00		3,690,417.20		
	*Components of Ending Fund Balance						
	Legally Restricted (9740)						
	Other Designations (9780)						
	Undesig/Unapprop (9790)	2,959,662.00	5,299,350.00				
	Other				6,008,576.17		