

OAK PARK UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
AGENDA #1065

**DATE:** June 14, 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:** 5:30 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**

6/14/2022

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 June 14, 2022. This public comment form will be open to members of the public 3 hours (at 2:30 pm) prior to the closed session of the public meeting which begins at 5:30 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 a 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, August 30, 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.*

6/14/2022

**OAK PARK UNIFIED SCHOOL DISTRICT  
AGENDA – REGULAR BOARD MEETING #1065  
June 14, 2022**

**CALL TO ORDER – Followed by Public Comments/5:30 p.m.**

**CLOSED SESSION: 5:30 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 DISCIPLINE/DISMISSAL/RELEASE:** Government Code Section 54957

**B. PUBLIC EMPLOYEE EMPLOYMENT :** Walk-On-Coaches, Campus Supervisor SUB, Instructional Assistants II SpEd Sub, Instructional Assistant II SpEd, Accounting Assistant I, Student Services Assistant III, Elementary Teachers BES, Science Teachers, Assistant Superintendent of Educational Services

**C. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2):  
1 case

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

**A. ROLL CALL**

**B. FLAG SALUTE**

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

**D. ADOPTION OF AGENDA**

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

**VI. OPEN COMMUNICATIONS/PRESENTATIONS**

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

1. Remarks from Board Members
2. Remarks from Superintendent
3. Recognition of Dr. Jay Greenlinger, Director of Curriculum and Instruction

## **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 May 17, 2022, and Special Board Meetings held on May 24, June 1, and June 7, 2022**

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

**b. Approve Public Employee/Employment Changes 01CL253991-01CL254118 & 01CE11637-01CE11738**

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

**c. Ratify Purchase Orders – May 1 – May 31, 2022**

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

**d. Approve Renewal Agreement with Ventura County Office of Education For 2022-2023 Escape Financial and Payroll/Personnel System Services**

*Board Policy 3312 requires Board approval for contracts for services, VCOE provides data processing including hosting the financial and payroll personnel system*

**e. Approve Resolution No. 2022-06, Appropriation and Budgeted Transfers Fiscal Year 2022-2023**

*Resolution authorizes transfers of budget appropriations and budgeted transfer of monies between funds as needed during the fiscal year in order to balance expenditure classifications or to meet the budgeted obligations of one fund to another*

**f. Approve Resolution No. 2022-07, Temporary Loans Between District Funds for Fiscal Year 2022-2023**

*Resolution authorizes temporary loans between funds during times when cash flow suffers prior to receipt of tax deposits or State revenue*

**g. Approve Resolution No. 2022-08, Year End Budget and Interfund Transfers for Fiscal Year 2021-2022**

*Resolution authorizes Director of Fiscal Services to make any and all necessary budget transfers as required permitting the payment of obligations incurred by the District for the fiscal year ending June 30, 2022*

**h. Approve Resolution No. 2022-09, Authority to Improve Compensation for Certain Categories of Employees After July 1, 2022**

*Education Code Sections 45032/45162 provide that salaries can be set at any time during the year. This does not permit retroactivity. If the governing board declares in advance of the new fiscal year that compensation for certain categories of employees to be indefinite, such action will suffice to permit retroactive compensation payments back to the beginning of the fiscal year.*

**i. Approve Designation of the 2022-2023 District/School Representatives to California Interscholastic Federation Leagues**

*Education Code 33353(a)(1) requires Board approval for designation of CIF representatives*

**j. Approve Renewal of Consultant Agreement for Legislative Advisory and Advocacy Services for 2022-2023**

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

**k. Approve Renewal Agreement for Legal Services with Fagen Friedman & Fulfrost for 2022-2023**

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

**l. Approve Out of State Travel for Oak Park Neighborhood School Staff to Attend the Reggio Emilia Alliance Conference in Atlanta, GA – June 23-25, 2022**

*Board Policy 3350 requires Board approval for employees out of state travel*



- m. [Approve Out of State Travel for Certificated Employee to Attend the Journalism Education Association \(JEA\) Advisor Institute in New Orleans, LA – July 11-14, 2022](#)

*Board Policy 3350 requires Board approval for employees out of state travel*

- n. [Approve Overnight Trip for Oak Park High School Speech and Debate Team to Jack Howe Memorial Tournament in Long Beach Pacific Palisades, CA - September 24-25, 2022](#)

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

- o. [Approve Agreement with Curriculum Associates for Implementation and Training of Ellevation Program for English Language Learners](#)

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

- p. [Approve Agreement with Niche.com Inc. for OPUSD's Marketing Services for 2022-2023](#)

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

- q. [Approve Consulting Services for Emergency Crisis Response and Training for 2022-2023](#)

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

- r. [Approve Agreement with Facilitron for Facility Rental Services](#)

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

## **ACTION**

### **2. BUSINESS SERVICES**

- a. [Approve the 2022-2023 Oak Park Unified School District Local Control and Accountability Plan](#)

*Education Code 52062 requires annual Board approval of Local Control Accountability Plan*

- b. [Approve the 2022-2023 Oak Park Unified School District Annual Budget](#)

*Education Codes 42103 and 42127 require annual approval of school district budget as the same meeting after the Board approves the LCAP*

- c. [Approve 2022-2023 Employee Health Benefit Plans](#)

*Board policy 3312 requires Board approval for contract for services. The District contracts with California Value Trust for Health Benefits services for eligible employees*

- d. [Accept 2020-2021 Audit Reports for Auxiliary Organization Oak Park High School Parent Faculty Association](#)

*Annually on a rotating basis auxiliary organizations are audited by the district auditors, to ensure transparency and oversight.*

- e. [Authorize Measure S Project 22-05S Upgrade Kitchen Equipment and Drains Districtwide](#)

*Board approval required to approve projects funded by Measure S Bond Fund and policy 3312 requires Board approval for contract for services*

- f. [Authorize Measure S Project 22-06S Upgrade Eating Area at Oak Hills Elementary School](#)

*Board approval required to approve projects funded by Measure S Bond Fund and policy 3312 requires Board approval for contract for services*

- g. [Authorize Measure S Project 22-07S Repair Exteriors of Modular Classrooms Districtwide, and Delegate Authority to the Superintendent to Award Related Contracts](#)

*Board approval required to approve projects funded by Measure S Bond Fund*

- h. [Authorize Measure S Project 22-08S LED Lighting Upgrades Districtwide and Approve Resolution #2022-10 Awarding Associated Contract](#)

*Board approval required to approve projects funded by Measure S Bond Fund and policy 3312 requires Board approval for contract for services*

- i. [Authorize Measure S Project 22-09S Security Fencing at Front of Oak Hills Elementary School, and Delegate Authority to the Superintendent to Award Related Contract](#)

*Board approval required to approve projects funded by Measure S Bond Fund*

- j. [Authorize Measure S Project 22-10S Fencing Project Oak Park High School Softball Field, and Delegate Authority to the Superintendent to Award Related Contract](#)

*Board approval required to approve projects funded by Measure S Bond Fund*

- k. [Approve Resolution #2022-11 Authorizing Purchase of Devices, Service, and Related Products for Chromebook 1:1 Program](#)

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

- l. [Approve Acceptance of Donation](#)

*Board Policy 3290 requires Board approval for donations to the District*

### **3. CURRICULUM AND INSTRUCTION**

- a. [Approve the Universal Pre-Kindergarten \(Pre-K\) Plan](#)

*With the passage of AB 130 in September 2021, enrollment in Pre-K is expanding to include all four-year-olds by the 2025-26 school year. This plan outlines the proposed implementation at OPUSD.*

- b. [Approval of Expanded Learning Opportunities Program Plan](#)

*The program plan describes activities that support the whole child and students' social and emotional learning and development. The program plan needs to be approved by the Board and posted on the District website. The Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade.*

### **4. HUMAN RESOURCES**

- a. [Approve Revised Salary Schedule Placement for the Classified Position of Certified Deaf and Hard of Hearing Language Interpreter](#)

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

- b. [Approve Compensation Adjustment for Long-term Speech Pathologists](#)

*Board Approval Required for Compensation Adjustment for Long-term Substitute Pathologists.*

### **5. BOARD**

- a. [Approval of Employee Agreement for Assistant Superintendent of Educational Services](#)

*Per Education Code 35031, 44929.20 and Board Policy 4312.1 the Board may offer a contract to an assistant superintendent and must approve the contract at a regular meeting*

- b. [Approve Certification of Signatures for 2022-2023 School Year](#)

*Education Code 42632 and 42633 require that a statement of authorized agent(s) along with a verified signature must be filed at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign order, checks, contracts.*

- c. [Approve Date Change for the Regular August, 2022 Board of Education Meeting](#)

*Board approval required to change dates of approved Board Meeting*

### **6. BOARD POLICIES**

- a. [Approve Amendment to Board Policy Budget 3100](#)

*Board Policy Updated to revise language regarding reserve policy*

**b. Approve Amendment to Board Policy and Administrative Regulation 6152.1  
Placement in Mathematics Courses**

*Board Policy and Regulation updated with recommendations from Board Sub-Committee and staff*

**VII. INFORMATION ITEMS**

1. Monthly Cash Flow Report
2. Monthly Measure S Status Report
3. Monthly General Fund Budget Report
4. Month 9 Enrollment and Attendance Report for the 2021-2022 School Year

**VIII. OPEN DISCUSSION /FUTURE AGENDA ITEMS**

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

**IX. ADJOURNMENT:**

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

**MINUTES OF REGULAR BOARD MEETING      5-17-2022      #1061**  
**BOARD OF EDUCATION**

**CALL TO ORDER/MEETING PLACE**

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

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

**BOARD PRESENT**

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

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

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mr. Drew Hazelton, called the regular meeting to order at 6:08 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 took no action in the closed session tonight.

## **ADOPTION OF AGENDA**

On motion of Derek Ross, seconded by Denise Helfstein, 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/RECOGNITIONS**

The Board recognized Vicki Hall, Katie Marcon, Tina Kadner, Bing X Liu, and Beth Zeolla with the Partners in Education Award for their outstanding volunteer contributions to the District.

## **REPORT FROM BOARD MEMBERS**

Board Member Derek Ross congratulated all the Partners in Education Award winners. Derek reported that he attended Health and Benefits Committee meeting, Safety and Security Task Force meeting, Measure S meeting, and the Medea Creek Middle School theatre production. Derek said he was looking forward to the end of year celebrations coming up next week and wished everyone a fantastic summer ahead.

Board Member Soyon Hardy congratulated and thanked the Partners in Education Award recipients for their hard work and dedication to the students and the schools. Soyon reported that she attended the Marie Panec Award ceremony and the Retirement Reception, Board office hours at Oak Park High School, Brookside Elementary School and Medea Creek Middle School, the Diversity and Equity Task Force, Safe Kids Task Force, and the Curriculum Council Meeting.

Board Member Denise Helfstein acknowledged the Asian American and Pacific Islander Heritage Month, Jewish American Heritage Month, National Mental Health Month and thanked teachers and staff in honor or Teacher Appreciation Week. Denise reported that she attended the Technology Committee meeting,

Community Engagement meeting, Open House at OVHS and OPIS, OPHS Choir Concert, Big Sunday Day of Service, and Board Office Hours at OHES, BES, ROES and MCMS. Denise expressed that she was grateful to be able to talk directly and informally is something we don't always have the chance to do, and it was a meaningful experience.

Board Member Tina Wang thanked the Partners in Education Awardees for their service to the District. Tina Reported that she attended the Marie Panec Awards, the Retirement Reception, Brian Wolverton memorial organized by Mrs. Schultheis classes, Open House at OPIS and OVHS, Board Office Hours Staff at OHES and OPHS, GATE DAC meeting.

Board Member Drew Hazelton thanked the teachers and staff for the open house that were organized and thanked Ragini for organizing the Marie Panec Awards, and the Retirement Reception.

Student Board Member, Nikita Manyak was unable to attend in-person but sent in a video message which was shown at the meeting. Incoming student Board member Tess Leong was introduced.

Superintendent Jeff Davis congratulated all the Partners in Education Award winners and thanked them for their service to the school district and also thanked all the staff for their hardwork and dedication this entire year and the volunteers who have helped throughout the year. Dr. Davis reported that he held Board office hours at all school this year and it was very helpful with the great input from the staff. Dr. Davis also met with parents from the Racial Healing and Justice sub-committee. Dr. Davis attended one PTO meeting at each school, and the Choir concert at OPHS. Dr. Davis said is looking forward to attending the end of year celebrations at all the school. Dr. Davis encouraged all families to participate in the Ventura County summer reading program. Dr. thanked the Ludington institute for their help with providing emotional and trauma support at our school.

#### **UPDATE OF EQUITY AND ACCESS OF SECONDARY MATH COURSES**

After the discussion on Equity and Access of Secondary Math Courses at the April 19th meeting, the Board had 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 6th or 7th grade. At this meeting, Dr. Davis provided an update and background on the work that has been done in the past few years regarding equity and access of secondary math courses and the work that still needs to be done over the upcoming school year.

#### **ANNUAL REPORT FROM DIVERSITY AND EQUITY TASK FORCE**

Brad Benioff, Director of Student Support and School Safety and the chair of the Diversity and Equity Task Force provided an end-of-year update on the collective work of the Diversity and Equity Task Force.

#### **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 and cautioned about the uptick in COVID cases.

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

On motion of Tina Wang, 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 April 19, 2022, and Special Board Meetings held on May 9, and May 10, 2022](#)



- b. [Approve Public Employee/Employment Changes 01CL253962-01CL253990 & 01CE11567-01CE11636](#)
- c. [Ratify Purchase Orders – April 1 – April 30, 2022](#)
- d. [Accept 2021-2022 Second Period Attendance Report](#)
- e. [Approve Overnight Trip for Oak Park High School ASB to Attend Summer Retreat at Pacific Palisades, CA - August 6-7, 2022](#)
- f. [Approve the Disposal of Obsolete or Surplus Instructional Materials, Books, and/or Library Books](#)

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

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

On motion of Denise Helfstein, seconded by Tina Wang, the Board of Education approved the New 3-Year District Technology Master Plan for 2022-2025 with the recommendation to revisit the plan in on year to align with the curricular programs. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

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

On motion of Derek Ross, seconded by Tina Wang, the Board of Education approved the 2022-2023 School Handbooks/Discipline Plans except for the Oak Park High School Handbook which was not included this month and will be brought for approval in June. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

The Board recommended that the staff develop a streamlined discipline handbook that is consistent across all school sites and review the handbook for consistent legal and legislative updates and also reviewing the handbooks in terms of format and layout. The approved handbooks will be part of the annual registration materials.

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

On motion of Drew Hazelton, seconded by Derek Ross, the Board of Education approved the 2021-22 School Plans for Student Achievement. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

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

On motion of Tina Wang, seconded by Soyon Hardy, the Board of Education approved the Instructional Materials for Music Appreciation CP Course at Oak Park Independent School. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

- e. [Review and Discuss the Draft Local Control and Accountability Plan \(LCAP\)](#)

The Board reviewed the draft of the LCAP presented by staff. Education Code 52062 requires a public hearing to solicit the recommendations and comments of the public regarding the proposed LCAP. The public hearing has been scheduled for June 7, 2022. After receiving input from the public, the District's 2022-23 LCAP will be formally adopted at the Board's June 14, 2022 meeting.

- f. [Approve Addendum to the College and Career Access Pathways \(CCAP\) Partnership Agreement with Ventura County Community College District](#)

On motion of Tina Wang, seconded by Soyon Hardy, the Board of Education approved the Addendum to the College and Career Access Pathways (CCAP) Partnership Agreement with Ventura County Community College District. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

### B.3. BUSINESS SERVICES

a. [Accept Oak Park Citizens' Oversight Committee 2021 Annual Report for Bond Measure S](#)

Brett Oberst a member of the Citizens Oversight Committee presented the report for the 2019-2020 fiscal year to the board.

On motion of Soyon Hardy, seconded by Tina Wang, the Board of Education accepted the Oak Park Citizens' Oversight Committee 2021 Annual Report for Bond Measures S. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

b. [Approve Amendment to Agreement for Program/Construction Management Services with Balfour Beatty Construction, Inc.](#)

On motion of Drew Hazelton, seconded by Denise Helfstein, the Board of Education ratified the Amendment with Balfour Beatty Construction, Inc. (BBC) and extended the contract to December 31, 2023 for Program/Construction Management Services with Balfour Beatty Construction, Inc. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

c. [Discussion Benefits of BluePoint Alert Solutions', Rapid Emergency Response System Installation Districtwide](#)

BluePoint Alert Solutions provides 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. The Board received a presentation from the representatives of BluePoint Alert Solutions.

d. [Approve Renewal of Agreement with Developing Outdoors for General Staffing Services for the Extended Care Program for 2022-2023](#)

On motion of Denise Helfstein, seconded by Tina Wang, the Board of Education approved the Renewal Agreement with Developing Outdoors for General Staffing Services for the Extended Care Program for 2022-2023. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0. The Board recommended that the agreement is reviewed by the District Legal Counsel as well.

e. [Authorize Measure S Project 22-04S, Smartboard Replacement Program](#)

On motion of Tina Wang, seconded by Soyon Hardy, the Board of Education authorized Measure S Project 22-04S, Smartboard Replacement Program. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

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](#)

On motion of Drew Hazelton, seconded by Soyon Hardy, the Board of Education awarded the 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. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

g. [Authorize Measure S Project 22-03S, DSA Certification of Portables Districtwide and Approve Inspector of Record Services Contract](#)

On motion of Denise Helfstein, seconded by Soyon Hardy, the Board of Education authorized Measure S Project 22-03S, DSA Certification of Portables Districtwide and approved Inspector of Record Services Contract. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

h. [Adopt Resolution #2022-04, Participation in CSBA California School Cash Reserve Program](#)

On motion of Soyon Hardy, seconded by Denise Helfstein, the Board of Education adopted the Resolution #2022-04, Participation in CSBA California School Cash Reserve Program. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

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

Mr. Stew McGugan, Assistant Superintendent of Human Resources, provided information regarding current enrollment, which is at 4414, slightly higher than the projected enrollment of 4326 for the 2022-23 School Year given the attrition rate during the summer for DOC families staff is expecting enrollment to be closer to the projected number. The District capacity established by the Board at their December 14, 2021 meeting is 4708.

**B.4. HUMAN RESOURCES**

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

Board President Drew Hazelton opened the Public Hearing at 9:55 pm. There were no public comments. The public hearing closed at 9:55 pm.

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education approved the District's Initial Proposal for Collective Bargaining Negotiations with Oak Park Teachers Association. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

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

On motion of Denise Helfstein, seconded by Tina Wang, the Board of Education approved the Revised Salary Schedule Placement for the Classified Position of Site Leaders and Assistant Site Leaders for the Extended Care Program. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

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

On motion of Derek Ross, seconded by Drew Hazelton, the Board of Education approved the Job Description for Instructional Assistant III – Innovation Lab Specialist. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

**B.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**

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

**B.6. BOARD POLICIES**

a. **Approve Amendment to Exhibit 1330 – Use of School Facilities**

On motion of Denise Helfstein, seconded by Tina Wang, the Board of Education approved the amendment to Exhibit 1330 – Use of School Facilities as first and final reading. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

b. **Approve Amendment to Administrative Regulation 3280 – Sale, Lease, Rental of District-Owned Real Property**

On motion of Denise Helfstein, seconded by Derek Ross, the Board of Education approved the amendment to Administrative Regulation 3280 – Sale, Lease, Rental of District-Owned Real Property as first and final reading. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

**c. Approve Amendment to Administrative Regulation 3311 – Bids**

On motion of Drew Hazelton, seconded by Denise Helfstein, the Board of Education approved the Amendment to Administrative Regulation 3311 – Bids as first and final reading. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

**d. Approve Amendment to Administrative Regulation 3311.1 – Uniform Public Construction Cost Accounting Procedures (CUPCCAA)**

On motion of Tina Wang, seconded by Derek Ross, the Board of Education approved the Amendment to Administrative Regulation 3311.1 – Uniform Public Construction Cost Accounting Procedures (CUPCCAA) as first and final reading. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

**e. Approve Amendment to Administrative Regulation 7211 – Developer Fees**

On motion of Drew Hazelton, seconded by Soyon Hardy, the Board of Education approved the Amendment to Administrative Regulation 7211 – Developer Fees as first and final reading. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0.

**OPEN DISCUSSION/FUTURE AGENDA ITEMS**

The Board requested staff bring a reserve policy for discussion at the next meeting and also include a discussion item on the Universal Pre-Kindergarten Plan.

**ADJOURNMENT**

On motion of Drew Hazelton, seconded by Derek Ross, there being no further business before this Board, the regular meeting held on May 17, 2022, is declared adjourned at 10:18 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**

**5-24-2022 #1062**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mr. Drew Hazelton, called the special meeting to order at 7:31 p.m. at Oak Park Unified School District Conference Room, 5801 Conifer Street, Oak Park, CA 91377.

Board Members joined the meeting via video conference from the following teleconference locations  
Drew Hazelton, 980 Thistelgate Road, Oak Park, CA 91377  
Derek Ross, 233 St. Thomas Drive, Oak Park, CA 91377  
Denise Helfstein, 6135 Bryndale Ave, Oak Park, CA 91377  
Soyon Hardy, 6005 Alexandra Ct., Oak Park, CA 91377  
Tina Wang, 6117 Bryndale Ave, Oak Park, CA 91377

**BOARD PRESENT**

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

**BOARD ABSENT**

None

**FLAG SALUTE**

Drew Hazelton led the Pledge of Allegiance to the Flag.

**STAFF PRESENT**

Mrs. Ragini Aggarwal, Executive Assistant and Communications Coordinator

**ADOPTION OF AGENDA**

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

**PUBLIC COMMENTS**

None

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

**1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: Superintendent

The Board adjourned to Closed Session at 7:32 p.m.

There being no further business before this Board, the special meeting held on May 24, 2022 is declared adjourned at 8:37 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**

**6-1-2022 #1063**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mr. Drew Hazelton, called the special meeting to order at 5:05 p.m. at Oak Park Unified School District Conference Room, 5801 Conifer Street, Oak Park, CA 91377.

Board President, Drew Hazelton joined the meeting via video conference from 980 Thistle Gate Road, Oak Park, CA 91377

**BOARD PRESENT**

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

**BOARD ABSENT**

None

**FLAG SALUTE**

Drew Hazelton led the Pledge of Allegiance to the Flag.

**STAFF PRESENT**

Mrs. Ragini Aggarwal, Executive Assistant and Communications Coordinator

**ADOPTION OF AGENDA**

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

**PUBLIC COMMENTS**

None

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

**1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: Superintendent

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

There being no further business before this Board, the special meeting held on June 1, 2022 is declared adjourned at 8:42 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**

**6-7-2022 #1064**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mr. Drew Hazelton, called the special meeting to order at 4:33 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

Board Member, Derek Ross joined the meeting via video conference from 233 St. Thomas Drive, 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, Mrs. Tina Wang, Member, and Mrs. Soyon Hardy, Member.

**BOARD ABSENT**

None

**PUBLIC COMMENTS**

None

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

**A. PUBLIC EMPLOYEE APPOINTMENT (Gov. Code, § 54957, subd. (b)(1))**

Title: Assistant Superintendent, Educational Services

**B. PUBLIC EMPLOYEE APPOINTMENT (Gov. Code, § 54957, subd. (b)(1))**

Title: Principal, Medea Creek Middle School

**C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: Superintendent

The Board adjourned to Closed Session at 4:34 p.m.

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mr. Drew Hazelton, called the special meeting to order at 6:07 p.m.

**BOARD PRESENT**

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

**FLAG SALUTE**

Drew Hazelton led the Pledge of Allegiance to the Flag.

## REPORT ON CLOSED SESSION

Board President Mr. Drew Hazelton reported that in closed session tonight for item A.1. the board voted unanimously to approve the hiring of Tammy Ferriera-Herzog as the Assistant Superintendent of Educational Services, effective July 1, 2022. The Board took no other action in closed session tonight and also took no action at the closed session on June 1st.

## ADOPTION OF AGENDA

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

## PUBLIC COMMENTS

None

## A. OPEN SESSION

### 1. BUSINESS SESSION

**a. Public Hearing and Board Review: Proposed 2022-2023 Oak Park Unified School District Local Control and Accountability Plan**

Board President Drew Hazelton opened the public hearing at 6:10 pm. No comments were submitted. Public hearing closed at 6:10 pm. The board received a presentation from Dr. Jay Greenlinger Director of Curriculum and Instruction. The Board reviewed and discussed the LCAP.

**b. Public Hearing and Board Review: Proposed 2022-2023 Oak Park Unified School District Annual Budget**

Board President opened the public hearing at 6:53 pm. No comments were submitted. Public hearing closed at 6:54 pm. The board received a presentation from Assistant Superintendent of Business Services, Mr. Adam Rauch on the assumptions based on the governor's May revise and the legislature's budget proposal. The Board held a discussion on the Proposed Budget.

**c. Review and Discuss the Universal Pre-Kindergarten(Pre-K) Plan**

The board received information and discussed the Universal Pre-Kindergarten Plan from Dr. Jay Greenlinger Director of Curriculum and Instruction. The Board recommended that a summary report be provided which includes information on staff development, instructional program, and facilities need for the full implementation of the Universal Pre-K plan.

**d. Establish the Position of Learning Support Teacher on Special Assignment and Approve Associated Job Description**

On motion of Denise Helfstein, seconded by Soyon Hardy, the Board of Education established the Position of Learning Support Teacher on Special Assignment and approved the Associated Job Description. Motion carried Aye: Hardy, Hazelton, Helfstein, Ross, Wang. No - 0. Absent – 0.

On motion of Denise Helfstein, seconded by Soyon Hardy, there being no further business before this Board, the special meeting held on June 7, 2022 is declared adjourned at 8:32 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: JUNE 14, 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
CL253991	Vistoria Warren	Instructional Assistant II SpEd	5/18/2022	Special Ed	\$23.06	ROES
CL253992	William Burr	Walk-On-Coach - Not to Exceed \$3,500.00	5/20/2022	Coaches, Athletics	TBD	OPHS
CL253993	Alan Peck	Band Walk-On-Coach - Not to Exceed \$3,500.00	5/20/2022	Coaches, Athletics	TBD	OPHS
CL253994	Alan Vanhook	Instructional Assistant II Special Educaton SUB	5/23/2022	Special Ed	\$17.69	DO
CL253995	Zachary Fonesca	Instructional Assistant II Special Educaton SUB	5/23/2022	Special Ed	\$17.69	DO
CL253996	Robert Cuning	Campus Supervisor SUB	5/23/2022	General	\$16.38	OPHS
CL253997	Josue Hernandez	Accounting Assistant I	6/6/2022	General	\$25.10	DO
CL253998	Elinor Wight	Student Services Assistant III	7/25/2022	General	\$19.56	OVHS
CL253999	Danielle Migliore	Instructional Assistant II	8/1/2022	Special Ed	\$18.31	OHES

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
CL254000	Stacy McClamma	Recorder Club	3/14/2022	ELO	\$1,450.00	OHES
CL254001	Tarik Ergin	Post Season Lacrosse Boys Head Coach	4/1/2022	ASB	\$100.00	OPHS
CL254002	Calley Prezzano	Post Season Swim Head Coach	4/1/2022	ASB	\$100.00	OPHS
CL254003	Eric Varney	Post Season Volleyball Boys Head Coach	4/1/2022	ASB	\$200.00	OPHS
CL254004	Donn James	Post Season Boys Golf Head Coach	4/1/2022	ASB	\$200.00	OPHS
CL254005	Susan Meskis	Administrative Secretary HR	5/1/2022	Summer Prog	\$1,000.00	DO
CL254006	Linda Castellano	Administrative Secretary HR	5/1/2022	Summer Prog	\$1,000.00	DO
CL254007	Melissa Curtis	Department Secretary Curriculum	5/1/2022	Summer Prog	\$1,000.00	DO
CL254008	Susan Meskis	Training OPIS Office Manager	5/1/2022	OPIS	\$450.00	OPIS
CL254009	Brandon Heidt	Summer Conditioning Soccer Boys Head Coach	6/7/2022	ASB	\$2,000.00	OPHS
CL254010	Rene Garcia	Summer Conditioning Soccer Boys Assistant Coach	6/7/2022	ASB	\$2,000.00	OPHS
CL254011	Paige Harrington	Summer Conditioning Soccer Girls Assistant Coach	6/7/2022	ASB	\$1,500.00	OPHS
CL254012	Donn James	Summer Conditioning Soccer Girls Assistant Coach	6/7/2022	ASB	\$2,000.00	OPHS
CL254013	Mark Zeolla	Summer Conditioning Soccer Girls Assistant Coach	6/7/2022	ASB	\$2,000.00	OPHS
CL254014	Nick Paul	Summer Conditioning Football Assistant Coach	6/7/2022	ASB	\$1,500.00	OPHS
CL254015	Dan Schneider	Summer Conditioning Football Assistant Coach	6/7/2022	ASB	\$750.00	OPHS
CL254016	Kyle Shorten	Summer Conditioning Football Assistant Coach	6/7/2022	ASB	\$1,500.00	OPHS
CL254017	Michael Thompson	Summer Conditioning Football Assistant Coach	6/7/2022	ASB	\$750.00	OPHS
CL254018	Taylor Espinoza	Summer Conditioning Football Assistant Coach	6/7/2022	ASB	\$2,500.00	OPHS
CL254019	Marty Freel	Summer Conditioning Football Assistant Coach	6/7/2022	ASB	\$1,500.00	OPHS

**AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
CL254020	Pat Henggeler	Summer Conditioning Football Assistant Coach	6/7/2022	ASB	\$1,000.00	OPHS
CL254021	Marc Jacobs	Summer Conditioning Football Assistant Coach	6/7/2022	ASB	\$750.00	OPHS
CL254022	Kevin Mosley	Summer Conditioning Football Assistant Coach	6/7/2022	ASB	\$1,500.00	OPHS
CL254023	Taylor Humphrey	Summer Conditioning Football Assistant Coach	6/7/2022	ASB	\$1,250.00	OPHS
CL254024	Carin chapin	Summer Conditioning Cross Country Asst Coach	6/7/2022	ASB	\$2,500.00	OPHS
CL254025	Larry O'Shea	Summer Conditioning Cross Country Asst Coach	6/7/2022	ASB	\$1,800.00	OPHS
CL254026	Greg Parrone	Summer Conditioning Cross Country Asst Coach	6/7/2022	ASB	\$2,500.00	OPHS
CL254027	Eric Varney	Summer Conditioning Cross Country Asst Coach	6/7/2022	ASB	\$3,000.00	OPHS
CL254028	A.J. Moye	Summer Conditioning Boys Basketball Asst Coach	6/7/2022	ASB	\$2,000.00	OPHS
CL254029	Ryan Yeager	Summer Conditioning Boys Basketball Asst Coach	6/7/2022	ASB	\$2,000.00	OPHS
CL254030	Jason Malin	Summer Conditioning Boys Basketball Asst Coach	6/7/2022	ASB	\$2,000.00	OPHS
CL254031	Harold Hale	Summer Conditioning Boys Basketball Asst Coach	6/7/2022	ASB	\$2,000.00	OPHS
CL254032	Will Burr	Summer Conditioning Boys Basketball Asst Coach	6/7/2022	ASB	\$3,000.00	OPHS
CL254033	Tianna Sondgeroth	Summer Conditioning Cheer Head Coach	6/7/2022	ASB	\$2,000.00	OPHS
CL254034	Samone Rankins	Summer Conditioning Cheer Head Coach	6/7/2022	ASB	\$1,500.00	OPHS
CL254035	Maddie Weyers	Summer Conditioning Cheer Head Coach	6/7/2022	ASB	\$1,500.00	OPHS
CL254036	Destiny Ridge	Summer Conditioning Dance Head Coach	6/7/2022	ASB	\$1,000.00	OPHS
CL254037	Stacey Johnson	Summer Conditioning Dance Assistant Coach	6/7/2022	ASB	\$1,000.00	OPHS

**IN-SERVICE CHANGE**

Number	Name	Change	Effective Date	Fund	Salary	Site
CL254038	Janki Groves	Instructional Assistant III Behavior rtn frm LOA	5/9/2022	Special Ed	\$22.00	OPHS
CL254039	Shilpa Pandit	Instructional Assistant II SpEd from SUB IA II	5/11/2022	Special Ed	\$19.38	ROES
CL254040	Carmen Gabriela Rosales Dominguez	Instructional Assistant II SpEd from IA II SUB	5/12/2022	Special Ed	\$19.38	BES
CL254041	Shannon Neville	The Club Leader at BES from Asst Leader	5/18/2022	Fund 120	\$25.36	BES
CL254042	Anna Stebbins	Food Service Manager ELM Increase in Hrs	7/1/2022	Fund 130	\$22.00	ELM Sites
CL254043	Lori Jasinski	Food Service Manager MCMS Increase in Hrs	7/1/2022	Fund 130	\$22.00	MCMS
CL254044	Alana Gurian	Health Tech from Campus Supervisor	7/1/2022	General	\$19.38	BES
CL254045	Jessica Talpai	Registered Behavior Technician from IA III	7/1/2022	Special Ed	\$26.67	District Wide
CL254046	Bryce Phillips	Extended Care Site Leader new salary range	8/1/2022	Fund 120	\$29.04	OHES
CL254047	Ashley Palmieri	Extended Care Site Leader new salary range	8/1/2022	Fund 120	\$29.04	ROES
CL254048	Morgan Weiss	Extended Care Site Leader new salary range	8/1/2022	Fund 120	\$29.04	MCMS
CL254049	Danielle Hazlewood	from IA II SpEd to Certificated Teacher	8/1/2022	General	\$23.06	OPHS
CL254050	Stacy McClamma	From IA III Music to Certificatd Music Teacher	8/1/2022	General	\$24.72	OPHS
CL254051	Kellie Miller	IA II SpEd from Campus Supervisor	8/1/2022	Special Ed	\$20.52	ROES
CL254052	Janki Groves	Instructional Assistant II SpEd Increase in Hours	8/1/2022	Special Ed	\$22.00	OPHS
CL254053	Debra Field	Instructional Assistant II SpEd Increase in Hours	8/1/2022	Special Ed	\$22.00	OPHS
CL254054	Tracey Myers	Instructional Assistant II SpEd Increase in Hours	8/1/2022	Special Ed	\$22.00	OPHS

**IN-SERVICE CHANGE**

Number	Name	Change	Effective Date	Fund	Salary	Site
CL254055	Susan Shiney	Instructional Assistant II SpEd Increase in Hours	8/1/2022	Special Ed	\$22.00	OPHS
CL254056	Ann Strauch	Instructional Assistant II SpEd Increase in Hours	8/1/2022	Special Ed	\$22.00	OPHS
CL254057	Leah Munn	Instructional Assistant II SpEd Increase in Hours	8/1/2022	Special Ed	\$22.00	OPHS
CL254058	Doris Park	Instructional Assistant II SpEd Increase in Hours	8/1/2022	Special Ed	\$23.06	OPHS
CL254059	Rachael Oakes	Instructional Assistant II SpEd Increase in Hours	8/1/2022	Special Ed	\$22.00	OPHS
CL254060	Jennifer Vanselow	Instructional Assistant II SpEd Increase in Hours	8/1/2022	Special Ed	\$22.00	BES
CL254061	Carmen Gabriela Rosales Dominguez	Instructional Assistant II SpEd Increase in Hours	8/1/2022	Special Ed	\$20.74	BES
CL254062	Maryam Jalalinia	Instructional Assistant II SpEd Increase in Hours	8/1/2022	Special Ed	\$22.00	MCMS
CL254063	Stephanie Sandler	Instructional Assistant III - Innovation Lab Specialist	8/1/2022	General	\$24.72	ROES
CL254064	Holly Crain	Instructional Assistant III Behavior Increase in Hours	8/1/2022	Special Ed	\$24.72	OPHS
CL254065	Eric Tabor	Head Custodian - Return Medical LOA	6/2/2022	General	\$27.13	OPHS
CL254066	Robert Violette	Custodian Administrative LOA	6/9/2022	General	\$24.72	DO
CL254067	Aruna Sudir	from Campus Supervisor to IA I DK	8/1/2022	General	\$18.95	ROES
CL254068	Emily Gnatowsky	Instructional Assistant II SpEd Increase in Hours	8/1/2022	Special Ed	\$22.00	OHES

**SUMMER PROGRAMS/ESY**

Number	Name	Position	Effective Date	Fund	Salary	Site
CL254069	Michelle DiCamillo	Training Summer Program Office Manager	5/1/2022	Summer Prog	\$29.04	OPHS
CL254070	Ylse Prieto	Campus Supervisor	5/31/2022	Summer Prog	\$19.45	OHES
CL254071	Araceli Prieto	Campus Supervisor	5/31/2022	Summer Prog	\$19.45	OHES
CL254072	Socorro Buchanan	Campus Supervisor	5/31/2022	Summer Prog	\$19.45	OHES
CL254073	Beth Bergner	Campus Supervisor	5/31/2022	Summer Prog	\$19.45	OHES
CL254074	Lalia Robinson	Campus Supervisor	5/31/2022	Summer Prog	\$19.45	OPHS
CL254075	Daryl Gray	Campus Supervisor	5/31/2022	Summer Prog	\$19.45	OPHS
CL254076	Traci Baron	Campus Supervisor	5/31/2022	Summer Prog	\$19.45	OPHS
CL254077	Carmen Roman	Campus Supervisor	5/31/2022	Summer Prog	\$19.45	OPHS
CL254078	Martin Kilner	Campus Supervisor	5/31/2022	Summer Prog	\$19.45	OPHS
CL254079	Roxanna Mora	Campus Supervisor	5/31/2022	Summer Prog	\$19.45	OPHS
CL254080	Danny Garite	Campus Supervisor	5/31/2022	Summer Prog	\$19.45	OPHS
CL254081	Dario Contreras	Custodian	5/31/2022	Summer Prog	\$20.52	OHES
CL254082	Carmen Gabriela Rosales Dominguez	Instructional Assistant II - Summer Program	5/31/2022	Summer Prog	\$20.12	OHES
CL254083	Maryam Jalalinia	Instructional Assistant II - Summer Program	5/31/2022	Summer Prog	\$20.12	OPHS
CL254084	Blanca Elazary	Instructional Assistant II - Summer Program	5/31/2022	Summer Prog	\$20.12	OHES
CL254085	Olivia Kepler	Instructional Assistant II - Summer Program	5/31/2022	Summer Prog	\$20.12	OHES
CL254086	Lisa Solny	Instructional Assistant II - Summer Program	5/31/2022	Summer Prog	\$20.12	OHES
CL254087	Gurpreet Sumal	Instructional Assistant II - Summer Program	5/31/2022	Summer Prog	\$20.12	OHES
CL254088	Faith Wayne	Instructional Assistant II Sp Ed ESY	5/31/2022	Special Ed	\$20.12	ESY
CL254089	Linda Santiago	Instructional Assistant II Sp Ed ESY	5/31/2022	Special Ed	\$20.12	ESY
CL254090	Perri Armstrong	Instructional Assistant II Sp Ed ESY	5/31/2022	Special Ed	\$20.12	ESY
CL254091	Laura Torrance	Instructional Assistant II Sp Ed ESY	5/31/2022	Special Ed	\$20.12	ESY

**SUMMER PROGRAMS/ESY**

Number	Name	Position	Effective Date	Fund	Salary	Site
CL254092	Danielle Hazlewood	Instructional Assistant II Sp Ed ESY	5/31/2022	Special Ed	\$20.12	ESY
CL254093	Monica Kalember	Instructional Assistant II Sp Ed ESY	5/31/2022	Special Ed	\$20.12	ESY
CL254094	Sarah Sommer	Instructional Assistant III Behavior ESY	5/31/2022	Special Ed	\$23.31	ESY
CL254095	Rachel Goldwater	Instructional Assistant III ELL	5/31/2022	Summer Prog	\$25.85	OPHS
CL254096	Jessica Talpai	Registered Behavior Technician ESY	5/31/2022	Special Ed	\$26.67	ESY
CL254097	Geo Franco	Instructional Assistant III Behavior ESY	5/31/2022	Special Ed	\$23.31	ESY
CL254098	Amber Clements	Instructional Assistant III Behavior ESY	5/31/2022	Special Ed	\$23.31	ESY
CL254099	Nicola Kerns	Instructional Assistant III Behavior ESY	5/31/2022	Special Ed	\$23.31	ESY
CL254100	Alexas Mesko	Instructional Assistant III Behavior ESY	5/31/2022	Special Ed	\$23.31	ESY
CL254101	Haylie Medoff	Instructional Assistant III Behavior ESY	5/31/2022	Special Ed	\$23.31	ESY
CL254102	Adriana Alejo	Instructional Assistant III Behavior ESY	5/31/2022	Special Ed	\$23.31	ESY

**SEPARATION**

Number	Name	Position	Effective Date	Separation Type	Salary	Site
CL254103	Patricia Bleau	Instructional Assistant I L & N	5/11/2022	Resignation	\$21.29	ROES
CL254104	Teri Chapman	Food Service Assistant I	5/28/2022	Resignation	\$18.34	OPHS
CL254105	Justin Tolchinsky	Instructional Assistant I Computer Lab	5/28/2022	Resignation	\$17.92	OHES
CL254106	Ryan Anderson	Instructional Assistant II Sp Ed	5/28/2022	Resignation	\$21.75	BES
CL254107	Danielle White	Instructional Assistant III Behavior	5/28/2022	Resignation	\$22.00	BES
CL254108	Jacob Hershko	Intruactional Assistant III Behavior	5/28/2022	Resignation	\$22.00	ROES
CL254109	Timothy Hulbert	Food Service Assistant I	6/2/2022	Termination	\$19.92	OPHS
CL254110	Sabrina Ornelas	Department Clerk	6/3/2022	Resignation	\$19.38	OPHS
CL254111	Dana Call	Food Service Manager	6/3/2022	Retirement	\$22.00	OPHS
CL254112	Judy Violette	Health Services Technician	6/3/2022	Resignation	\$22.00	MCMS
CL254113	Brigitte Schulze	Student Services Assisstant I	6/3/2022	Resignation	\$20.52	OHES
CL254114	Olivia Kepler	Instructional Assistant I	6/17/2022	Resignation	\$18.95	OPIS
CL254115	Doreen De Roy	Instructional Assistant I Reading	5/31/2022	Resignation	\$21.29	MCMS
CL254116	Alexas Mesko	Instructional Assistant III - Behavior	6/29/2022	Resignation	\$22.00	OHES
CL254117	Alexis Arrington	Instructional Assistant III - Behavior	6/6/2022	Resignation	\$22.00	OHES
CL254118	Robert Violette	Custodian	7/2/2022	Resignation	\$24.72	DO

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:	JUNE 14, 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	
01CE11637	Mallory Russikoff	Elementary Teacher	08/08/2022	General	BES	
01CE11638	Sylvia Tavetian	Elementary Teacher	08/08/2022	General	BES	
01CE11639	Shaye Uyematsu	Science Teacher	08/09/2022	General	OPHS	
01CE11640	Tammy Ferriera-Herzog	Assistant Superintendent of Educational Services	07/01/2022	General	DO	
AUTHORIZATION TO PAY STIPEND						
Number	Name	Position	Start Date	Fund	Salary	Site
01CE11641	Brian Winsick	Chess Tournament	04/18/2022	PFA	\$175.00	MCMS
01CE11642	Michael O'Hagan	Chess Tournament	04/18/2022	PFA	\$105.00	MCMS
01CE11643	Russ Peters	Game Manager - Boys' Lacrosse	2/22/2022	ASB	\$70.00	OPHS
01CE11644	Russ Peters	Game Manager - Girls' Lacrosse	2/22/2022	ASB	\$140.00	OPHS
01CE11645	Aaron Shaw	Game Manager - Boys' Volleyball	2/22/2022	ASB	\$350.00	OPHS
01CE11646	Casey Webb	Game Manager - Boys' Lacrosse	2/22/2022	ASB	\$560.00	OPHS
01CE11647	Casey Webb	Game Manager - Girls' Lacrosse	2/22/2022	ASB	\$490.00	OPHS
01CE11648	Casey Webb	Game Manager - Boys' Volleyball	2/22/2022	ASB	\$1,250.00	OPHS
01CE11649	Donald Cook	Class Size Overages (May)	5/1/2022	General	\$109.00	OPHS
01CE11650	Jennifer Hankins	Class Size Overages (May)	5/1/2022	General	\$93.00	OPHS
01CE11651	Luaren Heinrich	Class Size Overages (May)	5/1/2022	General	\$18.00	OPHS
01CE11652	Jessica Wall	Class Size Overages (May)	5/1/2022	General	\$90.00	OPHS
01CE11653	Adam Neilson	Post Season Head Coach Boys' Tennis	5/1/2022	ASB	\$100.00	OPHS
01CE11654	Allie Albaz	DK-5 MOU Days	5/1/2022	General	\$444.00	BES
01CE11655	Diane Farlow	DK-5 MOU Days	5/1/2022	General	\$222.00	BES
01CE11656	Sandy Hirano	DK-5 MOU Days	5/1/2022	General	\$222.00	BES
01CE11657	Denise Keane	DK-5 MOU Days	5/1/2022	General	\$222.00	BES
01CE11658	Kellie Milbourn	DK-5 MOU Days	5/1/2022	General	\$222.00	BES
01CE11659	Cynthia Morrow	DK-5 MOU Days	5/1/2022	General	\$444.00	BES
01CE11660	Cynthia Morrow	Class Size Overages (May)	5/1/2022	General	\$100.00	BES
01CE11661	Heather Powers	DK-5 MOU Days	5/1/2022	General	\$222.00	BES
01CE11662	Brandie Pryor	DK-5 MOU Days	5/1/2022	General	\$444.00	BES
01CE11663	Sarah Rosenblum	DK-5 MOU Days	5/1/2022	General	\$222.00	BES
01CE11664	Jamie Siskin	DK-5 MOU Days	5/1/2022	General	\$222.00	BES
01CE11665	Cindy Stephens	DK-5 MOU Days	5/1/2022	General	\$222.00	BES
01CE11666	Casey Webb	DK-5 MOU Days	5/1/2022	General	\$222.00	BES
01CE11667	Makena Whitaker	DK-5 MOU Days	5/1/2022	General	\$444.00	BES
01CE11668	Erik Squire	Class Size Overages (May)	5/1/2022	General	\$200.00	BES
01CE11669	Erik Squire	Class Size Overages (March)	5/1/2022	General	\$115.00	BES
01CE11670	Rachel LeGore	DK-5 MOU Days	5/1/2022	General	\$222.00	OHES
01CE11671	Keri Lieberman	DK-5 MOU Days	5/1/2022	General	\$333.00	OHES
01CE11672	Chris Lockery	DK-5 MOU Days	5/1/2022	General	\$222.00	OHES
01CE11673	Quincie Melville	DK-5 MOU Days	5/1/2022	General	\$222.00	OHES

AUTHORIZATION TO PAY STIPEND						
Number	Name	Position	Start Date	Fund	Salary	Site
01CE11674	Eva Novak	DK-5 MOU Days	5/1/2022	General	\$222.00	OHES
01CE11675	Joy Reints	DK-5 MOU Days	5/1/2022	General	\$222.00	OHES
01CE11676	Beth Ruben	DK-5 MOU Days	5/1/2022	General	\$333.00	OHES
01CE11677	Jennifer Aaronson	DK-5 MOU Days	5/1/2022	General	\$111.00	OHES
01CE11678	Lianne Arnold	DK-5 MOU Days	5/1/2022	General	\$222.00	OHES
01CE11679	Katie Bailey	DK-5 MOU Days	5/1/2022	General	\$222.00	OHES
01CE11680	Lauren Cantillon	DK-5 MOU Days	5/1/2022	General	\$222.00	OHES
01CE11681	Lauren Cantillon	Class Size Overages (May)	5/1/2022	General	\$25.00	OHES
01CE11682	Kristin Chobanion	DK-5 MOU Days	5/1/2022	General	\$222.00	OHES
01CE11683	Paula Foy	DK-5 MOU Days	5/1/2022	General	\$222.00	OHES
01CE11684	Lynette Hiday	DK-5 MOU Days	5/1/2022	General	\$444.00	OHES
01CE11685	Heather Sloan	DK-5 MOU Days	5/1/2022	General	\$333.00	OHES
01CE11686	Denise Wall	DK-5 MOU Days	5/1/2022	General	\$333.00	OHES
01CE11687	Julie Matthews	DK-5 MOU Days	5/1/2022	General	\$222.00	ROES
01CE11688	Jennifer Bird	DK-5 MOU Days	5/1/2022	General	\$444.00	ROES
01CE11689	Ryan Bodily	DK-5 MOU Days	5/1/2022	General	\$444.00	ROES
01CE11690	Ryan Bodily	Class Size Overages (May)	5/1/2022	General	\$100.00	ROES
01CE11691	Jamie Brown	DK-5 MOU Days	5/1/2022	General	\$444.00	ROES
01CE11692	Jamie Brown	Class Size Overages (May)	5/1/2022	General	\$100.00	ROES
01CE11693	Michelle Cass	DK-5 MOU Days	5/1/2022	General	\$333.00	ROES
01CE11694	Allison Edwards	DK-5 MOU Days	5/1/2022	General	\$444.00	ROES
01CE11695	Lynnae Gaeta	DK-5 MOU Days	5/1/2022	General	\$444.00	ROES
01CE11696	Kate Gregg	DK-5 MOU Days	5/1/2022	General	\$222.00	ROES
01CE11697	Kate Gregg	Class Size Overages (May)	5/1/2022	General	\$200.00	ROES
01CE11698	Robbin Lund	DK-5 MOU Days	5/1/2022	General	\$222.00	ROES
01CE11699	Robbin Lund	Class Size Overages (May)	5/1/2022	General	\$100.00	ROES
01CE11700	Maureen McDowell	DK-5 MOU Days	5/1/2022	General	\$444.00	ROES
01CE11701	Danielle McKendry	DK-5 MOU Days	5/1/2022	General	\$222.00	ROES
01CE11702	Tahnee Munoz	DK-5 MOU Days	5/1/2022	General	\$444.00	ROES
01CE11703	Tahnee Munoz	Class Size Overages (May)	5/1/2022	General	\$200.00	ROES
01CE11704	Danielle Severn	DK-5 MOU Days	5/1/2022	General	\$222.00	ROES
01CE11705	Jennifer Sorenson	DK-5 MOU Days	5/1/2022	General	\$444.00	ROES
01CE11706	Nicole LoBianco	Class Size Overages (May)	5/1/2022	General	\$200.00	ROES
01CE11707	Alexis Ma	Class Size Overages (May)	5/1/2022	General	\$100.00	ROES
01CE11708	Kathy Strong	Class Size Overages (May)	5/1/2022	General	\$200.00	ROES

IN-SERVICE CHANGE/ADDITIONAL HOURS						
Number	Name	Change	Effective Date	Fund	Site	
01CE11709	Elya Fletcher	Transcripts Received - Step increase	8/8/2022	General	MCMS	
01CE11710	Whitney Moran	Transcripts Received - Step increase	8/8/2022	General	ROES	
01CE11711	Chris Amaral	Emergency Storage Shed Prep - 3 hours	5/1/2022	General	ROES	
01CE11712	Chris Amaral	Physical Fitness Test Input - 3 hours	5/1/2022	General	ROES	
01CE11713	Valeria Fuentes	School Tours (Mar/Apr/May) - 3 hours	3/15/2022	General	ROES	
01CE11714	Valeria Fuentes	School Tours (Mar/Apr/May) - 3 hours	3/15/2022	General	ROES	
01CE11715	Elisa Duffy	School Tours (March & May) - 2 hours	3/15/2022	General	ROES	
01CE11716	Elisa Duffy	Santa Cruz Island Field Trip - 4.5 hours	4/21/2022	General	ROES	
01CE11717	Danielle Severn	Santa Cruz Island Field Trip - 4.5 hours	4/21/2022	General	ROES	
01CE11718	Stacy McClamma	Elementary Choir Teacher to OPHS Choir Teacher	8/8/2022	General	OPHS	
01CE11719	Gina Goodridge	moving from BES to OPHS	8/8/2022	General	OPHS	
01CE11720	Diane Farlow	Substitute Coverage (1 hour)	5/6/2022	General	BES	
01CE11721	Samantha Spitzer	Transcripts Received - Step increase	8/8/2022	General	OVHS	
01CE11722	Makena Whitaker	Transcripts Received - Step increase	8/8/2022	General	BES	
SUMMER PROGRAMS/ESY						
Number	Name	Change	Effective Date	Fund	Site	
01CE11723	Brian Winsick	Middle School Summer School Remediation	5/31/2022	General	MCMS	
01CE11724	Michael O'Hagan	Middle School Summer School Remediation	5/31/2022	General	MCMS	
01CE11725	Quinn Schlatter	Elementary Summer School Remediation	6/6/2022	General	OHES	
01CE11726	Ally Sweet	Elementary Summer School Remediation	6/6/2022	General	OHES	
SEPERATION						
Number	Name	Position	Effective Date	Seperation	Site	
01CE11727	Susan Roberts	Retirement	6/9/2022	General	DO	
01CE11728	Jay Greenlinger	Resignation	6/23/2022	General	DO	
01CE11729	Jennifer DaCosta	Resignation	6/17/2022	General	MCMS	
01CE11730	Catherine Steiner	Retirement	5/27/2022	General	MCMS	
01CE11731	Jan Willis	Retirement	5/27/2022	General	OPHS	
01CE11732	Marjorie Cohen	Retirement	5/27/2022	General	ROES	
01CE11733	Heidi Cissell	Retirement	5/27/2022	General	OPHS	
01CE11734	Allan Hunt	Retirement	2/2/2022	General	OPHS	
01CE11735	Javier Licea	Resignation	6/1/2022	General	OPHS	
01CE11736	Kathleen Grossman	Retirement	5/27/2022	General	BES	
01CE11737	Beth Barber	Retirement	5/27/2022	General	BES	
01CE11738	Cathryn Paolini	Resignation	5/27/2022	General	OHES	
			Respectfully Submitted,			
			Jeff Davis, Ed.D.,			
			Superintendent			

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.1.c. RATIFY PURCHASE ORDERS – MAY 1 THROUGH MAY 31, 2022**

CONSENT

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

**BACKGROUND:** Purchase Order Report listing all purchase orders issued during the reporting period is included for the Board review. All purchase orders have been approved by an administrator as a necessary expense and are budgeted for and within the budget authorization of the account. The Board is requested to ratify the purchase order from May 1 through May 31, 2022?

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

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

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

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

**RECOMMENDATION:** Alternative No. 1

Prepared by: Byron Jones, Director Fiscal Services  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

\_\_\_\_\_  
Jeff Davis, Ed.D.  
Superintendent

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

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

## Includes Purchase Orders dated 05/01/2022 - 05/31/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
<b>010-4100</b>	<b>Approved Textbooks and Core Cu</b>				
P22-00648	Amazon Capital Services, Inc.	005	OHES RWW Supplies	010-4100	112.36
<b>Total:010-4100 Approved Textbooks and Core Cu</b>					<b>112.36</b>
<b>010-4330</b>	<b>Other Materials and Supplies N</b>				
P22-00592	Document Systems	005	Teacher Grant- BES 2nd grade team	010-4330	521.24
P22-00593	Pacific Artglass Corp	005	Teacher Grant Ian Fullmer	010-4330	309.95
P22-00599	Pierres Welding & Maint.	004	Fabricate and install frame @MCMS Counselor Corner	010-4330	675.00
P22-00602	All Valley Rentals dba All Valley Party Rentals	010	Chairs for 5th Grade Culmination	010-4330	1,035.00
P22-00610	Trane Glendale Parts Center	004	Repair materials for HVAC OPHS	010-4330	668.84
P22-00614	Eyedentity Graphics Inc.	004	MPR Occupancy Sign for BES	010-4330	89.77
P22-00617	Amazon Capital Services, Inc.	005	PD books for Eva Novak	010-4330	69.65
P22-00619	Amazon Capital Services, Inc.	004	Ergonomic Roller Mouse per Ergo Study	010-4330	282.07
P22-00621	Taqueria El Tapatio #1	005	Teacher Grant- Amy Kobayashi	010-4330	727.00
P22-00623	Document Systems	005	Unpaid tax on printer order	010-4330	27.55
P22-00625	Nearpod Inc.	005	MCMS 2022-23 Flocabulary Licenses	010-4330	8,250.00
P22-00633	Graphaids	013	Art Supplies/PFA Supplies	010-4330	908.28
P22-00634	Amazon Capital Services, Inc.	005	Teacher Grant- Ian Fullmer	010-4330	102.95
P22-00635	Amazon Capital Services, Inc.	005	Teacher Grant-Stephanie Sandler	010-4330	1,423.42
P22-00636	Amazon Capital Services, Inc.	005	Teacher Grant- BES 2nd Grade Team	010-4330	219.62
P22-00637	Amazon Capital Services, Inc.	004	Standing Desk per Ergonomic Evaluation	010-4330	160.50
P22-00645	Amazon Capital Services, Inc.	005	OVHS Student Supplies (2)	010-4330	461.65
P22-00646	Amazon Capital Services, Inc.	005	OVHS Student Supplies	010-4330	3,356.67
P22-00647	Amazon Capital Services, Inc.	004	Protective Gear for Groundsmen	010-4330	51.64
P22-00649	Amazon Capital Services, Inc.	005	Teacher Grant Kristin Chobanian	010-4330	101.22
<b>Total:010-4330 Other Materials and Supplies N</b>					<b>19,442.02</b>
<b>010-4410</b>	<b>Equipment New Non-Capitalized</b>				
T23-00002	CDW GOVERNMENT INC	007	Chromebooks - Acer R853TNA Qty 800	010-4410	425,368.00
<b>Total:010-4410 Equipment New Non-Capitalized</b>					<b>425,368.00</b>
<b>010-5200</b>	<b>Travel and Conference</b>				
P22-00597	Rosetta Stone LLC	005	Rosetta Stone Training for ELL Aides	010-5200	795.00
P22-00607	The Prophet Corp. Db a Gopher Sport	005	Summer PD for two MCMS Teachers	010-5200	660.00
<b>Total:010-5200 Travel and Conference</b>					<b>1,455.00</b>
<b>010-5600</b>	<b>Rents, Leases, and Repairs</b>				
B23-00001	Sports Facilities Group	004	2022/23 Bleacher/BBall Backstop Service @MCMS	010-5600	3,900.00
B23-00002	Sports Facilities Group	004	2022/23 Bleacher/BBall Backstop Service @OPHS	010-5600	8,845.00

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

ESCAPE ONLINE

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## Includes Purchase Orders dated 05/01/2022 - 05/31/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-00594	REC Solar Commercial Corp	004	Re-energize INV B2 @ OHES	010-5600	1,114.60
P22-00595	REC Solar Commercial Corp	004	Reset Inv F2 @ Oak Park High School	010-5600	371.52
P22-00596	REC Solar Commercial Corp	004	Troubleshoot Inverter B1 Medea Creek Middle School	010-5600	557.28
P22-00598	Luxury Flush, LLC	004	Porta Johns Rentals due to water repairs @OPHS	010-5600	491.63
P22-00600	HydroPoint Data Systems, Inc.	004	WeatherTRAK Renewal Service 22/2023	010-5600	3,760.00
P22-00601	Absolute Fire Protection, Inc.	004	Fire Sprinkler Repairs @ROES	010-5600	1,009.83
P22-00650	Enhanced Landscape Mgmt, Inc	004	Maintenance Tree Trimming @OPHS stadium	010-5600	5,400.00
P23-00001	Capital Fire Protection	004	2022/23 Annual Fire Extinguisher Service DW	010-5600	3,497.00

**Total:010-5600 Rents, Leases, and Repairs** **28,946.86**

**010-5820 Other Operating Expense**

P22-00145	Island Packers Cruises	010	5th Grade Field trip to Santa Cruz Island	010-5820	6,120.00
P22-00603	Moorpark Unified School District	005	OHES Busses for Santa Cruz Island Trip	010-5820	1,400.76
P22-00604	Moorpark Unified School District	011	Parent funded field trip--4th gr. VT Ranch	010-5820	1,658.00
P22-00605	Rancho Simi Recreation & Park	011	Parent funded field trip--2nd grade	010-5820	126.00
P22-00609	The Salvation Army	013	APC Retreat/Other Services	010-5820	1,067.00
P22-00611	Southwinds Transportation	012	Don: Band Trip	010-5820	2,301.20
P22-00615	West Shield Adolescent Svc	000	SpEd - Adolescent Transportation Services	010-5820	7,540.40
P22-00616	Westlake Speech Therapy Inc	000	Speech Assessments March - May 2022	010-5820	2,722.50
P22-00620	Ventura County Library	004	2020-2021 Library Shared Utilities & Maintenance	010-5820	27,700.89
P22-00631	Wild Whim Design	001	District of Choice (DOC) Promo Video	010-5820	1,200.00
P22-00632	Melissa Stone	004	OPUSD Design Work 2021-2022	010-5820	2,985.00
P22-00638	TUMBLEWEED EDUCATIONAL ENTERPRISES INC	010	Buses for 5th Grade Field Trip to Zuma Beach	010-5820	1,250.00
P22-00639	D'Amore's Pizza Connection	011	Parent funded field trip--2nd grade	010-5820	433.83
P22-00640	M/M Mechanical, Inc	004	Maintenance of Sewer Lift Station @DO	010-5820	1,704.80
P22-00641	Team Play Events	011	Parent funded field trip--5th grade	010-5820	5,890.90
P22-00642	Conejo Rec & Parks District	011	Parent funded field trip--4th grade	010-5820	195.00
P22-00643	Zumalu LLC dba Kona Ice of Thousand Oaks	011	Parent funded event-- 2nd grade picnic	010-5820	480.00
P22-00644	Zumalu LLC dba Kona Ice of Thousand Oaks	011	Parent funded event--4th gr. picnic	010-5820	400.00
T23-00001	Amplified IT LLC	007	Syscloud Unlimited Google Backup Svc	010-5820	4,000.00
TB22-00014	Digital Scepter Corporation	007	Network Support Services for Firewall	010-5820	10,000.00

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

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## Includes Purchase Orders dated 05/01/2022 - 05/31/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
Total:010-5820 Other Operating Expense					79,176.28
<b>010-8699</b>	<b>All Other Local Income</b>				
P22-00613	CR Print	012	Don: Culmination Folders	010-8699	923.43
Total:010-8699 All Other Local Income					923.43
<b>010-9330</b>	<b>Prepaid Expenditures (Expenses)</b>				
P22-00622	Curriculum Associates, LLC	005	2022-23 Ellevation Subscription	010-9330	21,375.00
P22-00624	ESGI, LLC	005	DK Report Card online program	010-9330	848.00
P22-00626	Pali Institute AttnBusiness Manager	012	Don: Pali deposits	010-9330	92,960.00
P22-00630	Gateway Education Holdings LLC dba Savvas Learning Company	005	2022-23 OPHS World History & Econ Text	010-9330	30,987.37
Total:010-9330 Prepaid Expenditures (Expenses)					146,170.37
<b>120-4330</b>	<b>Other Materials and Supplies N</b>				
P22-00651	Jared Luke Kira DBA Deo Volent e Industries	028	Shirts & Sweatshirts for Ext. Care Program staff	120-4330	964.61
Total:120-4330 Other Materials and Supplies N					964.61
<b>211-4410</b>	<b>Equipment New Non-Capitalized</b>				
P22-00627	ACME Electric Motor Inc.	004	Proj 21-01S Leaf Blower for OPHS Turf Field	211-4410	2,064.56
P22-00629	Carlson's Building Materials	004	Proj 20-15S Paver Materials & Supplies	211-4410	1,439.16
P22-00654	SMITH PIPE & SUPPLY	004	Proj 20-15S Materials for Paver Project	211-4410	242.76
Total:211-4410 Equipment New Non-Capitalized					3,746.48
<b>211-5820</b>	<b>Other Operating Expense</b>				
P22-00628	Barnhart Balfour Beatty, Inc B alfour Beatty Construction	004	Const. Mgmt. Svcs. Apr 2022 #48000	211-5820	1,600.00
Total:211-5820 Other Operating Expense					1,600.00
<b>211-6251</b>	<b>DSA/CDE Fees</b>				
P22-00606	KENCO Construction Srvs Inc	004	Proj 20-18S IOR/DSA Services for ROES	211-6251	41,800.00
Total:211-6251 DSA/CDE Fees					41,800.00
<b>211-6256</b>	<b>Contracted Services</b>				
DIR23-00001	REC Solar Commercial Corp	004	Proj 18-33S Solar Panels Monthly Maintenance	211-6256	51,000.00
Total:211-6256 Contracted Services					51,000.00
<b>211-6272</b>	<b>Construction Management Fees</b>				
P22-00608	Barnhart Balfour Beatty, Inc B alfour Beatty Construction	004	Const. Mgmt. Svcs. Mar 2022 #47000	211-6272	20,260.00
P22-00628	Barnhart Balfour Beatty, Inc B alfour Beatty Construction	004	Const. Mgmt. Svcs. Apr 2022 #48000	211-6272	21,240.00

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 3 of 5

## Includes Purchase Orders dated 05/01/2022 - 05/31/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
Total:211-6272 Construction Management Fees					41,500.00
<b>211-6400</b>	<b>Equipment \$5000+</b>				
P22-00652	Tuff Shed Inc	004	Proj 20-15S Storage Shed for ROES	211-6400	11,030.61
P22-00653	Tuff Shed Inc	004	Proj 20-16S Storage Shed for BES	211-6400	9,694.54
Total:211-6400 Equipment \$5000+					20,725.15
<b>211-6500</b>	<b>Equipment Replacement \$5000+</b>				
T23-00003	Pacific Onesource, Inc. dba ST S Education	007	Proj 22-04S Smartboard Refresh - Promethean Qty28	211-6500	115,474.52
Total:211-6500 Equipment Replacement \$5000+					115,474.52
Total Number of POs				70	
				Total	978,405.08

## Fund Recap

Fund	Description	PO Count	Amount
010	General Fund	54	255,984.32
Total Fiscal Year 2022			255,984.32
010	General Fund	5	445,610.00
Total Fiscal Year 2023			445,610.00
120	Child Development Fund	1	964.61
Total Fiscal Year 2022			964.61
211	Measure S Facilities & Tech	8	109,371.63
Total Fiscal Year 2022			109,371.63
211	Measure S Facilities & Tech	2	166,474.52
Total Fiscal Year 2023			166,474.52
Total			978,405.08

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 4 of 5

Includes Purchase Orders dated 05/01/2022 - 05/31/2022

## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
<b>010-4330</b>	<b>Other Materials and Supplies N</b>			
B22-00007	4,200.00	010-4330	General Fund/Other Materials and Supplies N	200.00
B22-00013	4,901.22	010-4330	General Fund/Other Materials and Supplies N	250.00
B22-00130	897.73	010-4330	General Fund/Other Materials and Supplies N	102.27-
B22-00132	9,400.00	010-4330	General Fund/Other Materials and Supplies N	500.00
B22-00159	2,450.88	010-4330	General Fund/Other Materials and Supplies N	144.54
<b>Total:010-4330 Other Materials and Supplies N</b>				<b>992.27</b>
<b>010-5560</b>	<b>Trash / Sewer Services</b>			
B22-00006	85,149.57	010-5560	General Fund/Trash / Sewer Services	14,149.57
<b>Total:010-5560 Trash / Sewer Services</b>				<b>14,149.57</b>
<b>010-5600</b>	<b>Rents, Leases, and Repairs</b>			
B22-00115	1,442.26	010-5600	General Fund/Rents, Leases, and Repairs	430.59
<b>Total:010-5600 Rents, Leases, and Repairs</b>				<b>430.59</b>
<b>010-5820</b>	<b>Other Operating Expense</b>			
B22-00011	2,880.00	010-5820	General Fund/Other Operating Expense	380.00
B22-00149	29,832.67	010-5820	General Fund/Other Operating Expense	5,519.96-
P22-00312	22,500.00	010-5820	General Fund/Other Operating Expense	193.00-
TB22-00007	30,000.00	010-5820	General Fund/Other Operating Expense	10,000.00-
TB22-00008	23,000.00	010-5820	General Fund/Other Operating Expense	1,000.00
<b>Total:010-5820 Other Operating Expense</b>				<b>14,332.96-</b>
<b>130-4700</b>	<b>Food Purchases</b>			
FS22-00001	37,440.99	130-4700	Cafeteria Fund/Food Purchases	1,183.49
FS22-00009	60,637.84	130-4700	Cafeteria Fund/Food Purchases	637.84
FS22-00010	174,749.09	130-4700	Cafeteria Fund/Food Purchases	1,309.58
FS22-00016	49,060.00	130-4700	Cafeteria Fund/Food Purchases	310.00-
<b>Total:130-4700 Food Purchases</b>				<b>2,820.91</b>
<b>130-5600</b>	<b>Rents, Leases, and Repairs</b>			
FS22-00013	738.82	130-5600	Cafeteria Fund/Rents, Leases, and Repairs	230.00-
<b>Total:130-5600 Rents, Leases, and Repairs</b>				<b>230.00-</b>
<b>211-4410</b>	<b>Equipment New Non-Capitalized</b>			
P22-00473	1,978.54	211-4410	Measure S Facilities & Tech/Equipment New Non-Capitalized	28.16-
<b>Total:211-4410 Equipment New Non-Capitalized</b>				<b>28.16-</b>
<b>Total PO Changes</b>				<b>3,802.22</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 5 of 5

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.1.d. APPROVE RENEWAL AGREEMENT WITH VENTURA COUNTY OFFICE OF EDUCATION FOR 2022-2023 ESCAPE FINANCIAL AND PAYROLL/PERSONNEL SYSTEM SERVICES**

CONSENT

**ISSUE:** Shall the Board approve a renewal agreement with the Ventura County Office of Education (VCOE) to provide financial and payroll/personnel data processing services for the 2022-2023 fiscal year?

**BACKGROUND:** The District has historically contracted annually with VCOE to provide data processing services. The scope of these services currently includes the hosting and support of the Escape Financial and Payroll/Personnel Systems and the New Frontline Modules. The current contract with VCOE for these services expires June 30, 2022. VCOE has proposed to renew the agreement for the 2022-2023 fiscal year for \$58,383. A copy of the renewal agreement follows for the Board's review.

**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:** N/A

**ALTERNATIVES:**

1. Approve renewal agreement with the VCOE to provide financial and payroll/personnel data processing services.
2. Do not approve the agreement.

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted,

\_\_\_\_\_  
Jeff Davis, Ed.D.  
Superintendent

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

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



**DATE:** May 23, 2022

**TO:** Chief Business Official  
**Oak Park USD**

**FROM:** Julie Judd, Chief Technology Officer  
Colleen A. Steed, Director of Data Management/Applications  
VCOE Technology Services

**SUBJECT:** 2022-23 CA-ERP (Escape)Frontline agreement

Dear Adam Rauch,

Please find attached the 2022-2023 annual agreement for the Escape Financial & Payroll/Personnel System provided by the Ventura County Office of Education.

Frontline Absence Management and Time and attendance software are included in the fee for service.

Please sign and return one copy of the contract to Rachel Lopez ([rlopez@vcoe.org](mailto:rlopez@vcoe.org)) at your earliest convenience. Our Business Office would prefer to have a Purchase Order attached if possible and should be sent to Rachel Lopez, attention at Technology Services.

If you have any questions regarding these contracts or the charges, please feel free to contact me at (805) 383-1966 or you can reach Rachel at (805)383-1978.

Attachments

JJ: rl

**Julie D. Judd, Ed.D., CCTO**  
Chief Technology Officer  
**Ventura County Office of Education**  
[5189 Verdugo Way, Camarillo, CA 93012](https://www.vcoe.org/5189-Verdugo-Way-Camarillo-CA-93012)  
Office Phone: 805-383-1966  
Email: [jjudd@vcoe.org](mailto:jjudd@vcoe.org)



Ventura County Office of Education  
Dr. César Morales, Superintendent of Schools  
5189 Verdugo Way  
Camarillo, CA 93012

## AGREEMENT FOR CA-ERP FINANCIAL & PAYROLL/PERSONNEL SYSTEM

This agreement is made between the **Oak Park USD** of Ventura County, hereinafter referred to as "LEA," and the Ventura County Office of Education hereinafter referred to as "VCOE."

It is Hereby Agreed between the Parties as follows:

### 1. Time Period

VCOE agrees to furnish the LEA services in processing and reporting for the fiscal year July 1, 2022, through June 30, 2023, and thereafter on a yearly basis unless written notice to the contrary is received by VCOE prior to the fifteenth of January of any year in which the services are rendered.

### 2. Services Provided

- VCOE shall provide services and transactions available in the Escape Financial & Payroll/Personnel System and the new Frontline modules – Absence Management and Time and Attendance.
- Secured access through VPN (Pulse Secure) and two-factor authentication (DUO).

### 3. Exclusions

Software support does not include:

- A. Programming required because of changes in computer equipment or configuration.
- B. Problems resulting from equipment failure.
- C. Unauthorized alterations to the programs.

### 4. Charges

<b>TOTAL FEE</b> <b>22-23</b> <b>\$ 58383.00</b>
--

### 5. Payment Schedule

The LEA agrees that the fees shall be paid in a single installment once invoiced and payable no later than December.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
LEA Authorized Representative

Approved this 23 day of May, 2022.

*Lisa Cline*

\_\_\_\_\_  
VCOE Authorized Representative

*"Commitment to Quality Education for All"*

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.1.e. APPROVE RESOLUTION NO. 2022-06, APPROPRIATION AND BUDGETED TRANSFERS FISCAL YEAR 2022-2023**

CONSENT

**ISSUE:** Shall the Board of Education authorize transfers of budget appropriations and budgeted transfers of monies between funds as needed during the fiscal year in order to balance expenditure classifications or to meet the budgeted obligations of one fund to another?

**BACKGROUND:** Certain interfund transfers are budgeted each year such as deferred maintenance, or District contributions for technology. This resolution authorizes the business office to make transfers when the funds are needed. During the year, as expenditures are made and income received, it is often necessary to revise line-item budgets. These revisions are generally a shifting of appropriations from one major object code to another without increasing the site or program allocation. These types of revisions keep the line-item budget appropriation and expenditures in balance.

**FISCAL IMPACT:** None

**BOARD POLICY:** Pursuant to Board Policy 3110 Transfer of Funds - At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor.

**GOAL:** Use resources responsibly to maintain a balanced budget this year and in subsequent years.

**ALTERNATIVES:**

1. Adopt Resolution No. 2022-06 Appropriation and Budgeted Transfers for 2022-2023.
2. Do not adopt Resolution No. 2022-06.

**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, JUNE 14, 2022**  
Adopt Resolution No. 2022-06 Appropriation and Budgeted  
Transfers for 2022-2023  
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	_____	_____	_____	_____



**OAK PARK UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2022-06**

**APPROPRIATION AND BUDGETED TRANSFERS FISCAL YEAR 2022-2023**

**WHEREAS**, the Oak Park Unified School District budgets certain transfers and revises its appropriation budgets periodically to permit the payment of obligations of the district, and

**WHEREAS**, the District may authorize a district employee to make such transfers between the budgeted classifications and/or funds in order to balance expenditure classifications or to meet the budgeted obligations of one fund to another,

**THEREFORE, BE IT RESOLVED** that the Oak Park Unified School District authorizes the transfers necessary to permit business as usual during the 2022-2023 fiscal year. These transfers are to be presented to the Governing Board for ratification at the next regularly scheduled board meeting.

**ADOPTED** this 14th day of June 2022, by the governing board of the Oak Park Unified School District of Ventura County, California by the following vote:

AYES:

NOS:

ABSTAIN:

ABSENT:

**THIS IS TO CERTIFY** that the above resolution was adopted by the Board of Education at a regular meeting of the board.

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Clerk/Secretary of the Board

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: JEFF DAVIS, Ed.D., SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.1.f. APPROVE RESOLUTION NO. 2022-07, TEMPORARY LOANS  
BETWEEN DISTRICT FUNDS FOR FISCAL YEAR 2022-2023**

CONSENT

**ISSUE:** Shall the Board of Education adopt Resolution No. 2022-07 to authorize temporary loans between funds during times when cash flow suffers prior to receipt of tax deposits or State revenues?

**BACKGROUND:** In the past, it has been necessary for the General Fund to borrow from other District funds in order to meet financial obligations. The General Fund receives its major tax receipt deposits in December and April, and the temporary loans permit payments to retail vendors and for employee payroll to continue during the low cash flow months.

During the 2022-2023 fiscal year, the District will be participating in a Revenue and Tax Anticipations Note (TRAN) program, which helps alleviate cash flow issues. It is still prudent, however, to have this resolution on file should the need arise. This resolution will enable the Administration to transfer the necessary funds to ensure continued business as usual. The resolution allows temporary loans between the General Fund and other funds until State revenues are received.

**FISCAL IMPACT:** None

**BOARD POLICY:** Pursuant to Board Policy 3110 Transfer of Funds - Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred.

**GOAL:** Use resources responsibly to maintain a balanced budget this year and in subsequent years.

**ALTERNATIVES:**

1. Adopt Resolution No. 2022-07, Temporary Loans Between District Funds.
2. Do not adopt Resolution No. 2022-07.

**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, JUNE 14, 2022**  
Adopt Resolution No. 2022-07, Temporary Loans Between  
District Funds  
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	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2022-07**

**TEMPORARY LOANS OF FUND MONIES FISCAL YEAR 2022-2023**

**WHEREAS**, pursuant to Education Code section 42603, the governing board of any school district may direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of monies held in any fund or account during a current fiscal year may be transferred.

**WHEREAS**, when there are insufficient funds to meet district obligations in the fund, and

**WHEREAS**, funds can be temporarily transferred from one or more funds to another fund of the district to be used for the payment of district obligations, and

**WHEREAS**, repayment of the temporary loan will be made from income received,

**THEREFORE, BE IT RESOLVED** that the Board of Education of the Oak Park Unified School District authorizes the temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2022-2023 fiscal year.

**ADOPTED** this 14th day of June 2022, by the governing board of the Oak Park Unified School District of Ventura County, California by the following vote:

AYES:

NOS:

ABSTAIN:

ABSENT:

**THIS IS TO CERTIFY** that the above resolution was adopted by the Board of Education at a regular meeting of the board.

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Clerk/Secretary of the Board

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.1.g. APPROVE RESOLUTION NO. 2022-08, YEAR END BUDGET AND INTERFUND TRANSFERS FOR FISCAL YEAR 2021-2022**

CONSENT

**ISSUE:** Shall the Board of Education authorize the Director of Fiscal Services to make any and all necessary budget transfers as required to permit the payment of obligations incurred by the District for the fiscal year ending June 30, 2022?

**BACKGROUND:** As the District closes its financial books for 2021-2022, certain budget transfers must occur to permit the payment of obligations incurred during the fiscal year. Much of the work closing the books occurs during summer months when the Board is not in session. It is therefore necessary for the Board to authorize an employee to make these budget transfers. Accordingly, the Administration recommends that the Board adopt Resolution No. 2022-08, authorizing the Director of Fiscal Services to make any and all necessary budget transfers to permit the payment of obligations incurred by the District for the fiscal year ending June 30, 2022. Education Code 42600 requires a majority vote of the Board of Education for approval on transfers from unappropriated fund balance.

**FISCAL IMPACT:** None.

**BOARD POLICY:** Pursuant to Board Policy 3110 Transfer of Funds - At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s) or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year.

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

**ALTERNATIVES:**

1. Adopt Resolution No. 2022-08, Year End Budget and Interfund Transfers for fiscal year 2021-2022.
2. Do not adopt Resolution No. 2022-08.

**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, JUNE 14, 2022**  
Adopt Resolution No. 2022-08, Year End Budget and Interfund  
Transfers for fiscal year 2021-2022  
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	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2022-08**

**YEAR END BUDGET AND INTERFUND TRANSFERS FISCAL YEAR 2022-08**

**BE IT RESOLVED** In accordance with Sections 42601 and 85201 of the Education Code, the Oak Park Unified School District Board of Education does hereby authorize the Assistant Superintendent, Business Services, or the Director of Fiscal Services, at the close of this school year, to make such transfers between the unappropriated fund balance and any expenditure classifications, or balance any expenditure classifications of the budget of the district for the 2021-2022 school year, as necessary to permit the payment of obligations of the District incurred during such school year. Education Code 42600 requires a majority vote of the Board of Education for approval on transfers from unappropriated fund balance.

**PASSED AND ADOPTED** this 14th day of June 2022, by the governing board of the Oak Park Unified School District of Ventura County, California by the following vote:

AYES:

NOS:

ABSTAIN:

ABSENT:

**THIS IS TO CERTIFY** that the above resolution was adopted by the Board of Education at a regular meeting of the board.

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Clerk/Secretary of the Board

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: JEFF DAVIS, Ed.D., SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.1.h. APPROVE RESOLUTION NO. 2022-09, AUTHORITY TO IMPROVE  
COMPENSATION FOR CERTAIN CATEGORIES OF EMPLOYEES  
AFTER JULY 1, 2022**

CONSENT

**ISSUE:** Shall the Board adopt Resolution No. 2022-09, reserving the right to grant future compensation improvements to employees not covered by labor contracts?

**BACKGROUND:** Education Code Sections 45032/45162 provide that salaries may be set at any time during the year. This does not permit retroactivity. California Constitution (Article XI, Section 10a) prohibits officers or employees from receiving additional compensation for services already rendered. If the Board declares in advance of the new fiscal year that compensation for all management, confidential, and/or other unrepresented employees is indefinite, whether subject to future review, negotiation, financial condition, or other factors, such action will suffice to permit retroactive compensation payments back to the beginning of the new year. When retroactive payment is made, it will constitute payment of compensation which has been finally set by the governing board. Compensation in such circumstances can be acted upon by the governing board during the next year, to be effective retroactively to the start of the new year.

In accordance with information received from the Ventura County Office of Education, it is recommended that the Board approve the following Resolution No. 2022-09, reserving the right to grant to unrepresented employees, including those who are members of the confidential, supervisory, and all management groups, and as such are not covered by labor contracts, the right to compensation improvements, after July 1, 2022. Approval of this resolution is required by law and provides maximum flexibility to revise compensation schedules following final state budget decisions and completion of collective bargaining contract negotiations.

**FISCAL IMPACT:** None, at this time.

**BOARD POLICY:** N/A

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

**ALTERNATIVES:**

1. Adopt Resolution No. 2022-09, Authority to Improve Compensation for Certain Categories of Employees After July 1, 2022.
2. Do not adopt Resolution No. 2022-09.

**RECOMMENDATION:** Alternative No. 1

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



**BOARD OF EDUCATION MEETING, JUNE 14, 2022**

Adopt Resolution No. 2022-09, Authority to Improve Compensation  
for Certain Categories of Employees After July 1, 2022

Page 2

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Respectfully submitted:

\_\_\_\_\_  
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	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2022-09**

**AUTHORITY FOR THE BOARD OF EDUCATION TO IMPROVE COMPENSATION FOR  
CERTAIN CATEGORIES OF EMPLOYEES AFTER JULY 1, 2022**

**THE BOARD OF EDUCATION OF THE OAK PARK UNIFIED SCHOOL DISTRICT HEREBY RESERVES** the right to grant to unrepresented employees, including those who are members of the confidential, supervisory, and management groups, and as such are not covered by labor contracts, the right to compensation improvements. This Resolution would remove any doubt that the Board of Education has the right to improve compensation to non-represented employees on or after July 1, 2022, and to set the amounts and effective date of any such improvements.

**WHEREAS**, unrepresented employees, including those who are in confidential, supervisory, or management positions, whether certificated or classified, and as such, not members of collective bargaining units, and their compensation is not negotiated in labor contracts; and,

**WHEREAS**, the Board of Education believes that compensation consideration should be given to unrepresented employees, including those who are in confidential, supervisory, or management positions, whether certificated or classified,

**THEREFORE, BE IT RESOLVED** that the Board of Education of the Oak Park Unified School District reserves the right to consider and to improve compensation to one or all of the unrepresented employee groups, including those who are in confidential, supervisory, or management positions, in Fiscal Year 2022-2023 and to make any such salary and benefits improvements effective July 1, 2022, or at any date thereafter during Fiscal Year 2022-2023.

**ADOPTED** this 14th day of June 2022, by the governing board of the Oak Park Unified School District of Ventura County, California by the following vote:

AYES:

NOS:

ABSTAIN:

ABSENT:

**THIS IS TO CERTIFY** that the above resolution was adopted by the Board of Education at a regular meeting of the board.

---

Clerk/Secretary of the Board

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.1.i. APPROVE DESIGNATION OF THE 2022-2023 DISTRICT/SCHOOL REPRESENTATIVES TO CALIFORNIA INTERSCHOLASTIC FEDERATION LEAGUES**

CONSENT

**ISSUE:** Shall the Board of Education appoint a representative and alternate for Oak Park High School to the California Interscholastic Federation (CIF) Leagues for the 2022-2023 school year?

**BACKGROUND:** Education Code 33353(a)(1) requires the Board of Education to approve the appointment of individuals by name or by title who will be school representatives to the athletic leagues for the upcoming year. If a governing board does not take appropriate action to designate representatives, CIF is required to suspend voting privileges for the affected schools. The staff is recommending that the Board approve the appointment of Kathryn Klamecki and Tim Chevalier as the representatives of the District to CIF Leagues for 2022-2023 school year. Staff is also recommending that the Board approve the reappointment of Mr. Jason Meskis, Assistant Principal of Oak Park High School who oversees Athletics to be re-designated as the alternate for CIF League for the District.

**FISCAL IMPACT:** None

**BOARD POLICY:** N/A

**GOAL:** N/A

**ALTERNATIVES:**

1. Approve appointment of Kathryn Klamecki and Tim Chevalier as representatives and Jason Meskis as alternate for Oak Park High School to California Interscholastic Federation (CIF) Leagues for the 2022-2023 school year.
2. Board of Education can approve appointment of an alternative representative of their choice.

**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	_____	_____	_____	_____



TO: SUPERINTENDENT OF PUBLIC SCHOOLS  
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 1, 2022

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2022-2023**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

**Please return the enclosed form no later than June 28, 2022 directly to your CIF Section Office. Addresses of each section are listed on the back of the form.** Please contact us if we can give you further information.

## 2022-2023 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2022.

Oak Park Unified School District/Governing Board at its June 14, 2022 meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2022-2023 school year as the school's league representative:

**PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL Oak Park High School

<u>NAME OF REPRESENTATIVE</u> Kathryn Klamecki	<u>POSITION</u> Athletic Director
<u>ADDRESS</u> 899 Kanan Road	<u>CITY</u> Oak Park, CA <u>ZIP</u> 91377
<u>PHONE</u> 818-735-3300 <u>FAX</u> 818-707-7970	<u>E-MAIL</u> kklamecki@opusd.org

\*\*\*\*\*

NAME OF SCHOOL Oak Park High School

<u>NAME OF REPRESENTATIVE</u> Tim Chevalier	<u>POSITION</u> Teacher
<u>ADDRESS</u> 899 Kanan Road	<u>CITY</u> Oak Park, CA <u>ZIP</u> 91377
<u>PHONE</u> 818-735-3300 <u>FAX</u> 818-707-7970	<u>E-MAIL</u> tchevalier@opusd.org

\*\*\*\*\*

NAME OF SCHOOL Oak Park High School

<u>NAME OF REPRESENTATIVE</u> Jason Meskis	<u>POSITION</u> Assistant Principal
<u>ADDRESS</u> 899 Kanan Road	<u>CITY</u> Oak Park, CA <u>ZIP</u> 91377
<u>PHONE</u> 818-735-3300 <u>FAX</u> 818-707-7970	<u>E-MAIL</u> jmeskis@opusd.org

\*\*\*\*\*

NAME OF SCHOOL

<u>NAME OF REPRESENTATIVE</u>	<u>POSITION</u>
<u>ADDRESS</u>	<u>CITY</u> <u>ZIP</u>
<u>PHONE</u> <u>FAX</u>	<u>E-MAIL</u>

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Jeff Davis Signature \_\_\_\_\_

Address 5801 Conifer Street City Oak Park, CA Zip 91377

Phone 818-735-3206 FAX 818-879-0372

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.**  
**SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

## **CIF SECTION OFFICES**

### **CIF CENTRAL SECTION**

Ryan Tos, Commissioner  
P.O. Box 427  
Kingsburg, CA 93631  
Phone: (559) 781-7586  
Email: kellyjones@cifcs.org

### **CIF CENTRAL COAST SECTION**

David Grissom, Commissioner  
333 Piercy Road  
San Jose, CA 95138  
Phone: (408) 224-2994  
Email: dgrissom@cifccs.org

### **CIF LOS ANGELES SECTION**

Vicky Lagos, Commissioner  
10660 White Oak Avenue, Suite 216  
Granada Hills, CA 91344  
Phone: (818) 767-0800  
Email: vlajos@cif-la.org

### **CIF NORTH COAST SECTION**

Pat Cruickshank, Commissioner  
5 Crow Canyon Court, Suite 209  
San Ramon, CA 94583  
Phone: (925) 263-2110  
Email: slivingston@cifncs.org

### **CIF NORTHERN SECTION**

Scott Johnson, Commissioner  
2241 St. George Lane, Suite 2  
Chico, CA 95926  
Phone: (530) 343-7285  
Email: sjohnson@cifns.org

### **CIF OAKLAND SECTION**

Franky Navarro, Commissioner  
1000 Broadway, Ste. 150  
Oakland, CA 94607  
Phone: (510) 879-2846

### **CIF SAC-JOQUIN SECTION**

Michael Garrison, Commissioner  
P.O. Box 289  
Lodi, CA 95241  
Phone: (209) 334-5900  
Email: kjohnson@cifsjs.org

### **CIF SAN DIEGO SECTION**

Joe Heinz, Commissioner  
3470 College Avenue  
San Diego, CA 92115  
Phone: (858) 292-8165  
Email: scandia@cifsds.org

### **CIF SAN FRANCISCO SECTION**

Gail Barksdale, Commissioner  
555 Portola Drive, Bungalow 2  
San Francisco, CA 94131  
Phone: (415) 920-5185  
Fax: (415) 920-5189

### **CIF SOUTHERN SECTION**

Rob Wigod, Commissioner  
10932 Pine Street  
Los Alamitos, CA 90720  
Phone: (562) 493-9500  
Email: sharonh@cifss.org

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.1.j. APPROVE RENEWAL OF CONSULTANT AGREEMENT FOR  
LEGISLATIVE ADVISORY AND ADVOCACY SERVICES**

CONSENT

**ISSUE:** Shall the Board approve a renewal of consultant agreement for Legislative Advisory & Advocacy Services with the firm of Blattner & Associates to assist the District in the operation and the continuance of its District of Choice attendance program?

**BACKGROUND:** Absent any action by the State Legislature, the current DOC program authorized by Education Code 48315 sunsets in July 2023 and will be repealed on January 1, 2024. To maintain a presence on behalf of the District, regarding its District of Choice Program, with the Legislature, the Governor's Office, State Departments, Boards and Commissions, Office of the Legislative Analyst, media outlets and other organizations as appropriate, and to communicate as appropriate any actions of significance to the District. The District would like to renew its consultant agreement for legislative advisory and advocacy services with the Sacramento firm of Blattner & Associates, for the period July 1, 2022 through September 30, 2023. The agreement follows for the Board's review.

**BOARD POLICY:** Pursuant to BP 3600 – Consultants - All consultant contracts shall be brought to the Board for approval.

**GOAL:** N/A

**FISCAL IMPACT:** The cost to OPUSD for this service is \$2,500 per month for 12 months and is included in the 2022-2023 Budget.

**ALTERNATIVES:**

1. Approve the renewal of consultant agreement for legislative advisory and advocacy services with the firm of Blattner & Associates, per the following agreement.
2. Do not approve the renewal agreement.

**RECOMMENDATION:** Approve Alternate No. 1

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

Respectfully submitted,

\_\_\_\_\_  
Jeff Davis, Ed.D.  
Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:  
**VOTE:**           AYES                               NOES                               ABSTAIN                               ABSENT

Hardy	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____

**BLATTNER & ASSOCIATES**  
*PRACTICAL SOLUTIONS FOR PUBLIC SCHOOLS*

**AGREEMENT FOR LEGISLATIVE ADVISORY & ADVOCACY SERVICES**

This is an agreement between the **OAK PARK UNIFIED SCHOOL DISTRICT** and **BLATTNER & ASSOCIATES** entered into as of July 1, 2022.

**RECITALS**

**WHEREAS**, the OAK PARK UNIFIED SCHOOL DISTRICT needs advice and assistance regarding the operation and the continuance of its District of Choice attendance program; and,

**WHEREAS**, BLATTNER & ASSOCIATES is professionally and specially trained and competent to provide these services; and,

**WHEREAS**, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable.

**NOW, THEREFORE**, the parties to this agreement do hereby mutually agree as follows:

1. BLATTNER & ASSOCIATES agrees to perform legislative, advisory and advocacy services on behalf of the OAK PARK UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," as follows:

- a. To maintain a presence on behalf of the DISTRICT, specifically regarding its District of Choice Program, with the Legislature, the Governor's Office, State Departments, Boards and Commissions, Office of the Legislative Analyst, media outlets and other organizations as appropriate, and to communicate as appropriate any actions of significance to the DISTRICT;
- b. To represent the DISTRICT as directed before the Legislature, various State departments, the State Board of Education, and the State Controller on issues of critical importance to the DISTRICT's District of Choice Program;
- c. To work, as directed, with authors, committee consultants, caucus consultants, the Legislative Analyst's Office, the Department of Finance, and the Governor's Office to ensure that the DISTRICT'S position on the District of Choice Program is articulated and taken into consideration before final action;
- d. To provide the DISTRICT with advice and various written and electronic resources, including budgetary and legislative updates regarding the State Budget and K-12 Education, and to advise on programmatic and operational specifics including the District of Choice program in order to assist with local decision making.

2. The OAK PARK UNIFIED SCHOOL DISTRICT agrees to pay to BLATTNER & ASSOCIATES for services rendered under subdivisions 1.a-d of this agreement the sum of \$2,500 per month, plus expenses, during the term of this twelve-month agreement, upon billing from Consultant. "Expenses" are defined as actual out-of-pocket expenses

1121 L STREET, SUITE 507  
SACRAMENTO, CA 95814  
916.606.7129

BOB.BLATTNER@BLATTNERANDASSOCIATES.COM



for travel outside of the Sacramento region incurred for direct service of this contract; they must be pre-approved by the DISTRICT, and are not to exceed \$500 annually.

3. This agreement shall be for the period of twelve (12) months, beginning July 1, 2022 and terminating June 30, 2023. It may be terminated by either party prior to June 30, 2023 on thirty (30) days written notice. In case of cancellation, the OAK PARK UNIFIED SCHOOL DISTRICT shall be liable for any costs accrued to date of cancellation under Item 2 above.
4. It is recognized by both parties that BLATTNER & ASSOCIATES will be serving as a legislative advocate on behalf of the OAK PARK UNIFIED SCHOOL DISTRICT and that it will be necessary for both parties to file such appropriate forms with the Fair Political Practices Commission as may be required by State law.
5. It is expressly understood and agreed to by both parties that BLATTNER & ASSOCIATES, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the OAK PARK UNIFIED SCHOOL DISTRICT.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed as indicated below:

BY:

DATE:

\_\_\_\_\_  
Dr. Jeff Davis  
Superintendent  
OAK PARK Unified School District

BY:



DATE:

06/07/2022

\_\_\_\_\_  
Robert W. Blattner  
Principal  
Blattner & Associates

1121 L STREET, SUITE 507  
SACRAMENTO, CA 95814  
916.606.7129

BOB.BLATTNER@BLATTNERANDASSOCIATES.COM

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.1.k. APPROVE 2022-23 AGREEMENT FOR LEGAL SERVICES  
WITH FAGEN FRIEDMAN & FULFROST**

CONSENT

**ISSUE:** Shall the Board of Education approve contract for legal services with Fagen Friedman & Fulfrost for the 2022-23 school year?

**BACKGROUND:** Oak Park Unified School District has been using Fagen Friedman & Fulfrost as the District's legal representative in all matters for 11 years. The District's administrative staff has been satisfied with the firm's services. Therefore, it is the recommendation of staff that the Board approve the renewal of the agreement with Fagen Friedman & Fulfrost for legal services for the 2022-23 school year. A copy of the renewal agreement follows for the Board's information and review.

**FISCAL IMPACT:** The annual cost for services is included in the approved 2022-23 General Fund budget. The hourly profession rates from last year have increased by \$20-\$25 on average.

**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:** N/A

**ALTERNATIVES:**

1. Approve the renewal of the agreement with Fagen Friedman & Fulfrost for legal services for the 2022-23 school year.
2. Do not approve the renewal of the agreement.

**RECOMMENDATION:** Approve Alternative No. 1

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

Respectfully submitted,

\_\_\_\_\_  
Jeff Davis, Ed.D.

\_\_\_\_\_  
Superintendent

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

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



## **AGREEMENT FOR LEGAL SERVICES**

This agreement is by and between Oak Park Unified School District (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (F3 Law) (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2022:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. **CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services, which may be referred to as Next Level Client Services, in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney consultants, including but not limited to: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and advocacy at the local and state level.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days’ written notice to client. If Client declines to pay any increased

rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Oak Park Unified School District

Fagen Friedman & Fulfroft LLP

Namita S. Brown

\_\_\_\_\_  
*Type or Print Name*

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

Managing Partner

\_\_\_\_\_  
*Type or Print Title*

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



\_\_\_\_\_  
*District Authorized Signature*

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

DATE: \_\_\_\_\_

DATE: June 2, 2022



Fagen Friedman & Fulfroft LLP

**Please Return  
Professional Rate  
Schedule With  
Contract**

**PROFESSIONAL RATE SCHEDULE**

Oak Park Unified School District  
*July 1, 2022*

**1. HOURLY PROFESSIONAL RATES**

**Client agrees to pay Attorney by the following standard hourly rate:**

Associate	\$245 - \$275 per hour
Partner	\$295 - \$330 per hour
Senior Counsel/Of-Counsel	\$310 - \$330 per hour
Paralegal	\$160 - \$245 per hour
Law Clerk	\$245 per hour
Education Consultant	\$255 per hour
Next Level Client Services	\$275 per hour

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

**2. ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

**3. COSTS AND EXPENSES**

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.1.1. APPROVE OUT OF STATE TRAVEL FOR OAK PARK  
NEIGHBORHOOD SCHOOL STAFF TO ATTEND REGGIO EMILIA  
ALLIANCE CONFERENCE IN ATLANTA, GA**

CONSENT

---

**ISSUE:** Shall the Board of Education approve out of state travel for staff to attend the North American Reggio Emilia Alliance (NAREA) Conference?

**BACKGROUND:** According to Board Policy 3350, the Board of Education must approve out of state travel for certificated employees. OPUSD is proposing to send the following Oak Park Neighborhood School staff to the 2022 NAREA Conference (June 23-25), Jennifer Golden, Lisa Strumwasser, Sarah Sommer and Sherri Cohen. The conference is to be held in Atlanta. The Conference includes three days of professional development with featured speakers from Reggio Emilia, Italy.

**FISCAL IMPACT:** The estimated cost of this conference is: Registration \$2,500+ Lodging \$2,529 + Airfare \$3,268= \$8297 for all registrants. Funding Source is 75% Universal Pre-Kindergarten Grant 25% Educator Effectives Block Grant and is included in the 2022-2023 proposed budget.

**BOARD POLICY:** Pursuant to Board Policy 3350 Travel Expenses- All out-of-state travel shall be approved in advance by the Board and Board Policy 4131 Staff Development- The Governing Board believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills.

**GOAL:** In support of OPUSD Goal 1d – Ensure availability of quality resources, technology support, and professional development to staff.

**ALTERNATIVES:** 1. Approve the out of state travel for OPNS staff to attend the NAREA Conference.  
2. Do not approve the out of state travel.

**RECOMMENDATION:** Alternative #1

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

Respectfully submitted,

---

Jeff Davis, Ed.D.,  
Superintendent

**BOARD OF EDUCATION MEETING, JUNE 14, 2022**

Approve the out of state travel for OPNS staff to attend the  
NAREA Conference, in Atlanta, GA

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	_____	_____	_____	_____



**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.1.m. APPROVE OUT OF STATE TRAVEL FOR CERTIFICATED  
EMPLOYEE TO ATTEND JOURNALISM EDUCATION ASSOCIATION  
(JEA) ADVISER'S INSTITUTE IN NEW ORLEANS, LA**

CONSENT

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**ISSUE:** Shall the Board of Education approve out of state travel for certificated employee to attend the JEA Adviser's Institute?

**BACKGROUND:** According to Board Policy 3350, the Board of Education must approve out of state travel for certificated employees. OPUSD is proposing to send Nicole Carter to the 2022 JEA Adviser's Institute (July 11-14) to be held in New Orleans. The Conference is an exclusive training held for teacher leaders that brings journalism teachers from across the country together for a week of adviser-specific training and networking.

**FISCAL IMPACT:** The estimated cost of this conference is: Registration \$175+ Lodging \$862 + Airfare \$342= \$1,379. Funding Source is Educator Effectiveness Block Grant and is included in the 2022-2023 proposed budget.

**BOARD POLICY:** Pursuant to Board Policy 3350 Travel Expenses- All out-of-state travel shall be approved in advance by the Board and Board Policy 4131 Staff Development- The Governing Board believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills.

**GOAL:** In support of OPUSD Goal 1d – Ensure availability of quality resources, technology support, and professional development to staff.

**ALTERNATIVES:** 1. Approve the out of state travel for certificated employee to attend the JEA Adviser's Institute.  
2. Do not approve the out of state travel.

**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, JUNE 14, 2022**

Approve the out of state travel for certificated employee to attend the JEA Adviser's Institute.

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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.1.n. APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL  
SPEECH AND DEBATE TEAM TO THE JACK HOWE MEMORIAL  
TOURNAMENT – SEPTEMBER 24-25, 2022.**

CONSENT

**ISSUE:** Shall the Board approve an overnight field trip for the OPHS Speech and Debate Team to Long Beach, California?

**BACKGROUND:** Principal, Mat McClenahan, requests approval for this tournament scheduled for September 24<sup>th</sup>-25<sup>th</sup>, 2022 in Long Beach, CA. Approximately 40 students, 1 coach, and adult male and female chaperones will travel by district approved drivers in private vehicles. They will depart on Saturday, September 24<sup>th</sup> at approximately 9 a.m. and return on Sunday, September 25<sup>th</sup> at approximately 10 p.m. Team and chaperones will stay at the Hotel Current, Long Beach, CA. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved *Field Trip Planning/Checklist* have been met.

**FISCAL IMPACT:** The cost is approximately \$40 per student (which includes tournament fees.) Funding source is the ASB Speech and Debate Team Fund 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 Oak Park High School Speech and Debate Team – Long Beach, CA.
2. Do not approve overnight trip for Oak Park High School Speech and Debate Team

**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, JUNE 14, 2022**

Approve overnight trip for Oak Park High School Speech and  
Debate Team – Long Beach, CA.

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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.1.o. APPROVE THE AGREEMENT WITH CURRICULUM ASSOCIATES FOR IMPLEMENTATION AND TRAINING ON ELLEVATION FOR ENGLISH LANGUAGE LEARNERS**

CONSENT

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**ISSUE:** Shall the Board approve the agreement with Curriculum Associates for Implementation and Training on Ellevation for English Language Learners?

**BACKGROUND:** OPUSD currently educates approximately 175 Multilingual Learners. Additionally, there are numerous students who have been Redesignated Fluent English Proficient (RFEP). OPUSD does not have a formal tool or mechanism to track the progress of multilingual students, including a student's progress toward Reclassification. Ellevation software offers a solution that will track student progress and provide instructional recommendations to support the English Language Development of Multilingual Learners.

**FISCAL IMPACT:** The cost for the software, implementation, and initial training is \$17,375. For future years, the financial impact will be the cost of software renewal only. These costs are budgeted in the Supplemental Funds of the LCAP.

**BOARD POLICY:** Pursuant to Board Policy BP6174 Education for English Learners- The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners.

**GOAL:** In Support of OPUSD Goal 3a. 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 contract between Curriculum Associates and OPUSD  
2. Do not approve the contract.

**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, JUNE 14, 2022**

Approve the Agreement with Curriculum Associates  
For Implementation and Training on Ellevation for English  
Language Learners

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	_____	_____	_____	_____

# Curriculum Associates, LLC Order Form - Q-31165

This Order Form is being entered into between Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") and the Customer Name identified as "Customer" below, pursuant to the parties' Master Services Agreement dated 6/1/2022 ("MSA"). In the event of any conflict between this Order Form and the MSA, the terms of this Order Form shall control. This Order Form is effective as of the Subscription Start Date set forth below.

Company: Curriculum Associates, LLC

Representative: Jay Muller

Email: jay.muller@ellevationeducation.com

Phone: 617-307-5755

Address: 153 Rangeway Road,  
North Billerica, MA 01862

Start Date: 7/1/2022

Customer: OAK PARK UNF, CA

Contact Name: Melissa Curtis

Email: mcurtis@opusd.org

Phone: 818-735-3272

Address: 5801 Conifer Street,  
Oak Park, CA 91377

End Date: 6/30/2023

## Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation (CA)	250	Minimum	\$6,250.00
Strategies	250	Minimum	\$6,250.00
Subscription Total:			\$12,500.00

## Services Fees

Product	Quantity	Unit Price	Discount	Total Fees
Ellevation Data/Implementation	1	\$937.50		\$937.50
Strategies Data/Implementation	1	\$937.50		\$937.50
Online Training - 3 Hr (Platform)	2	\$2,000.00	1 Quantity	\$2,000.00
Online Training - 1 Hr (Strategies)	1	\$1,000.00		\$1,000.00
Services Savings:				\$2,000.00
Services Total:				\$4,875.00

# Total Investment - Q-31165

Savings Total:	\$2,000.00
Grand Total:	\$17,375.00

Invoicing Schedule: Up Front, In Full      Payment Term: Net 30      Contract Term: 12

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

**Curriculum Associates, LLC**

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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

**OAK PARK UNF, CA**

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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



This Master Services Agreement (this "Agreement") is dated as of 6/1/2022 ("Effective Date") by and between Curriculum Associates, LLC ("Company"), and OAK PARK UNF, CA ("Customer"). Company and Customer are each referred to individually as a "Party" and collectively the "Parties" hereto.

## **1 Definitions.**

- 1.1 **"System"** means Company's proprietary, Internet-delivered SaaS platform of servers, software and related technology that is owned and operated by Company and furnished to Customer under this Agreement. The System provides Customer the ability to: (a) use Company's proprietary data management framework for English Language Learners ("ELLs"); (b) access reporting tools related to the productivity and performance of Customer's ELLs; (c) utilize instructional content for Customer's ELLs; and (d) provide Customer's ELLs with tools to improve language acquisition.
- 1.2 **"Customer User"** means any of Customer's authorized users of the System, which may include students, teachers, administrators, or other Customer personnel.

2 **Services.** Company shall perform the services listed in the order form executed by both parties ("Order Form") and/or described in any Statement of Work executed by both parties ("SOW") that may be agreed to by both Parties from time to time (and such services are, the "Services"), with any such Order Form or SOW incorporated into this Agreement by reference.

3 **Fees and Payment.** Customer will pay the fees as set forth in the Order Form or SOW. The Customer will provide Company with a valid purchase order within ten (10) days of signing the Order Form or SOW. Company will invoice Customer based on such Order Form or SOW, and all invoices are payable within 30 days following receipt by Customer.

4 **Term.** The term of this Agreement shall commence on the Effective Date, and it shall continue for so long as Company provides access to the System and/or Services to the Customer pursuant to a valid Order Form or SOW (the "Term"). The term of any particular Services is as provided on the Order Form or SOW.

## **5 License Grant**

5.1 During the term of the applicable Order Form(s) and/or SOW(s), and subject to the terms and conditions of this Agreement, Company grants Customer a limited, worldwide, non exclusive, non-transferable right to access and use the features and functionality of the System for the number of users listed on an Order Form or SOW solely for Customer's internal educational purposes in accordance with the terms and conditions expressed in this Agreement. All rights not specifically granted in this Agreement are fully reserved by Company.

## **6 Restrictions**

- 6.1 Prohibited Use Customer will not, and will ensure that Customer Users do not, (a) use the System other than in compliance with this Agreement and applicable federal, state, and local laws; (b) frame, distribute, resell, or permit access to the System by any third party; (c) interfere with the System or disrupt any other users' access to the System; (d) attempt to gain unauthorized access to the System, or attempt to discover the underlying source code or structure of the System, or otherwise reverse engineer the System; (f) submit to the System any content or data that is false, misleading, defamatory or threatening; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of "spam"; (g) submit to the System any data or code that contains a time bomb, virus, or any other malware that is designed to delete, disable or otherwise inhibit or harm any element of the System, or which is intended to provide unauthorized access to the System; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the System.
- 6.2 Customer Responsibilities Customer must comply with, and ensure that its Customer Users comply with, the Company's Terms of Use found at <https://ellevationeducation.com/platform-legal-notice>, as well as ensure that: (a) Customer provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security mechanism used by Company; (c) Customer Users maintain the confidentiality of their usernames and passwords; (d) neither Customer nor any Customer User will impersonate another user of the System or provide false identity information to gain access to or use the System; and (e) Customer immediately notifies Company of any known or suspected unauthorized access to Customer or Customer User accounts or compromise of account credentials.

## **7 Ownership and Rights**

- 7.1 Ownership of Customer Content; De-identified Data Customer retains all right, title and interest in (a) any data, files, images, and other content that Customer or a Customer User uploads or submits to the System pursuant to this Agreement; and (b) any reports produced by Customer in connection with use of the System (collectively, "Customer Content"). "Customer Content" does not include de-identified data, which Company may create using Customer Content on a de-identified basis (a) to develop and improve its products; (b) for the purposes of adaptive and customized learning; (c) for research and development purposes; (d) to demonstrate the effectiveness of its products.
- 7.2 Ownership of System The Services, including all trademarks, service marks, logos, documents, graphics, content, and/or other materials viewed or obtained from or through the Services (collectively, "Service Materials"), are owned and/or licensed by Company and are protected by copyright and other intellectual property rights. Customer has no

rights to transfer, reproduce, or prepare any derivative works with respect to the Services, or to disclose confidential information pertaining to the Services. This Agreement does not convey to Customer or any Customer User any right of ownership in or related to the Service or other intellectual property owned by Company.

- 7.3 **Feedback** Customer may, at its option, provide to Company feedback or suggestions for enhancement concerning the System ("Feedback"), and Company will have a perpetual right to use and incorporate Feedback into the System without any compensation or other obligation to Customer. Customer shall not gain any right, title or interest in the System or Company's IP as a result of its furnishing or Company's use of Feedback.

- 8 **Confidentiality** **"Confidential Information"** of a Party (**"Disclosing Party"**) means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential or that the other party (**"Receiving Party"**) reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes (but is not limited to) personally identifiable student information; the Fees contained in any Order Form or SOW; and Company's IP and other proprietary tools, features and methodologies. Confidential Information does not include any information that (a) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (b) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (c) is received from a third party who obtained such Confidential Information without any breach of any obligation owed to the Disclosing Party. Except as expressly permitted in this Agreement or by written consent of the Disclosing Party, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity. The Receiving Party will not use Confidential Information except to perform its obligations under this Agreement. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party shall (x) give the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure; (y) use diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (z) allow the Disclosing Party to participate in the proceeding. Further, the Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request at any time, and/or after the termination or expiration of this Agreement, and (if requested by the Disclosing Party) certify such return or destruction in writing.

## 9 **Data Protection**

- 9.1 **Privacy Policy** Company maintains a Privacy Policy found at <https://ellevationeducation.com/platform-privacy-policy> and incorporated into this Agreement. Company reserves the right to modify the Privacy Policy in accordance with the procedure outlined in the Privacy Policy.
- 9.2 **Family Educational Rights and Privacy Act** Customers subject to the Family Educational Rights and Privacy Act, 34 C.F.R. §99 et. seq. ("FERPA"), appoint Company a "school official" as that term is used in FERPA, and determine that Company has a "legitimate educational interest" for the purpose of carrying out its responsibilities under this Agreement. Company shall be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its use and maintenance of "education records" as that term is defined in FERPA. Company will use personally identifiable student data only as necessary to fulfill the Services in performance of this Agreement, and will only share personally identifiable student data with its third-party vendors as necessary to fulfill the Services in performance of this Agreement.
- 9.3 **Parental Consent.** If Customer purchases Services available for use by students, , if required under applicable state or federal law, Customer will be responsible for obtaining verifiable parent consent prior to making such Services available to its students under the age of 13. Company shall comply with its responsibilities under the Children's Online Privacy Protection Act ("COPPA") and state law.
- 9.4 **Data Security** Company deploys security precautions intended to help maintain the confidentiality, integrity, and availability of Customer data stored by Company, including use of firewalls, encryption, authentication technologies and background screenings for all employees. However, the internet is not perfectly secure and Company is not responsible for security incidents not reasonably foreseeable or reasonably within its control. Customer specifically shall not provide to Company, or store on the System, the Social Security number, driver's license or state-issued identification card number, financial account number, or credit or debit card number of any Customer student or employee.
- 9.5 **Notification of Breach** Company shall notify Customer within 48 hours of determination that an actual data breach impacting Customer has occurred. Company shall be responsible for the direct costs associated with a breach not caused by Customer or Customer Users.
- 9.6 **Legal Requests for Data** If Company receives a court order or subpoena for Customer Content, Company shall provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt, unless legally prohibited from doing so.

## 10 **Representation and Warranties; Disclaimers**

- 10.1 **Company Representations and Warranties** Company represents and warrants that (a) it has the necessary authority to enter into this Agreement; (b) it will provide the System and related services in a professional and workmanlike

manner and in accordance with the specifications set forth in any Order Form or SOW; and (c) it will comply with all applicable laws.

10.2 Customer Representations and Warranties Customer represents and warrants that (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the System and to grant Company the rights to use Customer Content as set forth in this Agreement; (c) any material uploaded to the System does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws.

10.3 Company Disclaimer Customer acknowledges that, as an internet-delivered software application, the System may experience periods of downtime, including (but not limited to) due to scheduled maintenance and third-party service outages. Accordingly, COMPANY DOES NOT WARRANT THAT THE SYSTEM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, INCLUDING ITS DOCUMENTATION, THE SYSTEM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE SYSTEM. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY.

11 **Insurance.** Company shall provide professional liability insurance of no less than \$1,000,000 per incident and \$2,000,000 in the aggregate. Upon written request, Company shall file with the Customer a Certificate of Insurance, that includes the liability coverage limits, dates of coverage, and names the District as an additional insured.

## 12 **Termination.**

12.1 Termination Either party may terminate this agreement (a) immediately if the other party breaches any material provision and fails to cure its breach within 20 days after receiving the other party's written notice identifying the breach, or (b) for any or no reason, upon 60 days' prior written notice. Nevertheless, the Agreement will remain in effect for as long as Company is continuing to provide the System or Services to the Customer pursuant to a valid Order Form or SOW. In addition, Company may suspend Customer's access to the Services immediately if Customer fails to make a payment more than 30 days following its due date. Customer agrees to use any professional development or training Services prior to termination or expiration of Customer's access to the System. Otherwise, Customer risks losing those Services.

12.2 Treatment of Customer Content at Termination Customer shall have 30 days following the termination or expiration of this Agreement to provide Company with a written request for a one-time, delimited file export of its data from the System via SFTP. Regardless of whether Customer makes such a written request, and except as otherwise provided in this Agreement, within 90 days of the termination or expiration of this Agreement Company will securely destroy any and all of Customer's personally identifiable student data stored in the System, including any such data stored in Company's backup systems.

## 13 **Indemnification**

13.1 Company will defend and indemnify Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the System, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party; provided, that Company will not be obligated under this Section to the extent any such infringement or violation arises from use of the System in combination with technology or services not provided by Company.

13.2 Unless prohibited by applicable law, Customer will defend and indemnify Company and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, that arises out of or relates to Customer Content, including claims that Customer Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law or regulation; provided, that Customer will not be obligated under this Section to the extent any such claim arises from Company's use of Customer Content in violation of this Agreement.

14 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING ITS OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION) WILL NOT EXCEED THE FEES ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

15 **Notices.** All notices under this Agreement must be in writing and sent via email, if to Company, to 'notices@ellevationeducation.com' or, if to Customer, at the email address provided on the Order Form.

16 **Entire Agreement.** The Agreement together with any Order Form, SOW and the Terms of Use, represents the entire agreement between the parties regarding Customer's use of the System and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters.

- 17 **Assignment.** Company may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Company's assets or equity, provided that such successor agrees to be bound by all of the terms and conditions hereof.
- 18 **Force Majeure.** Except for Customer's obligation to make payments hereunder, neither party shall be liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "**Force Majeure**" means an armed conflict, flood, epidemic, pandemic, labor strike or shortage, governmental decree or regulation, court order, severe weather, fire, earthquake, act of terrorism, failure of suppliers, or unavailability of communications transport facilities.
- 19 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state. If a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties intend that the court shall modify such provision to make such provision and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

**Curriculum Associates, LLC**

**By (Signature):** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

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

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

**OAK PARK UNF, CA**

**By (Signature):** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

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

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

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.1.p. APPROVE THE AGREEMENT WITH NICHE.COM INC. FOR OPUSD'S MARKETING SERVICES**

CONSENT

**ISSUE:** Shall the Board approve the agreement with Niche.com Inc. for OPUSD's Marketing Services?

**BACKGROUND:** Niche is the market leader in connecting colleges and schools with students and families. With in-depth profiles on every school and college in America, over 140 million reviews and ratings, and powerful search and data tools, Niche helps millions of students and families find and enroll in the right school for them. For schools, school districts, and communities, Niche's platform, data, and services help thousands of schools recruit and enroll more best-fit students. OPUSD's participation in Niche will support marketing and enrollment efforts.

**FISCAL IMPACT:** The cost for the yearly services is \$21,990 and is included in the 2022-2023 Budget without increasing the cost of district advertising and promotion.

**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 OPUSD Goal 6b. Continue to explore ways to attract and retain students from Oak Park to address the trend of declining enrollment.

**ALTERNATIVES:** 1. Approve the agreement with Niche.com Inc. for OPUSD's Marketing Services  
2. Do not approve the agreement.

**RECOMMENDATION:** Alternative #1

Prepared by: Adam Rauch, Assistant Superintendent of Business 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	_____	_____	_____	_____



## Agreement For Niche.com Services

Customer		
Customer	Oak Park Unified School District	
Primary Contact	Name: Ragini Aggarwal Email: raggarwal@opusd.org Phone: (818) 735-3206	Address: , California
AP Contact Info	Name:  Email:  Phone:	Billing Address:
PO #		Sales Tax Exempt?

Services	
Service Name	Price
<b>Niche Standout Package</b> <ul style="list-style-type: none"> <li>• Custom Goals</li> <li>• Pixel</li> <li>• Premium Profile</li> <li>• Quarterly Digital Strategy Review</li> <li>• Remarketing on Places To Live</li> <li>• Sponsored Listings on Places To Live</li> <li>• Sponsored Profile Listings</li> <li>• Sponsored Search Listings</li> <li>• Standard Remarketing with Search</li> <li>• Targeted Promotion</li> </ul>	<b>\$21,990.00</b>
<b>Total Service Fee (USD):</b>	<b>\$21,990.00</b>
<b>Invoicing Selection:</b>	<b>Upfront</b>

Service Agreement Information	
Initial Term Start Date	07/01/2022
Creative Assets Due Date	07/01/2022
Initial Term	12 Months

This Service Agreement (the "**Service Agreement**"), effective as of the Initial Term Start Date, is subject to the Customer Terms and Conditions (the "Terms and Conditions") between Oak Park Unified School District ("**Customer**") and Niche.com, Inc. ("**Niche**"), located at [<https://about.niche.com/service-agreement/>]. The Terms and Conditions are (i) hereby incorporated herein by reference, (ii) shall govern this Service Agreement, (iii) are integral to the agreement between the parties, and (iv) are collectively referred to with this Service Agreement as the "Agreement." The Agreement contains the entire agreement of the parties and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to these transactions. All capitalized terms used but not defined in this Service Agreement shall have the meanings given such terms in the Terms and Conditions. The parties, intending

to be legally bound, hereby agree as follows:

The Initial Term ("Initial Term") of this Service Agreement is indicated above and will begin on the Initial Term Start Date noted above. At the end of the Initial Term, this Service Agreement will renew only upon mutual written consent of Niche and Customer ("Renewal Term"). The Initial Term, and/or the Renewal Term, as applicable, are individually or collectively referenced herein as the "Term."

**Services:** Niche will provide the Services, as available and appropriate, under this Service Agreement as noted above.

**Customer Obligations:**

- a. Customer will provide Niche with Customer Content, as requested by Niche ("**Creative Assets**"), to promote Customer. Customer must properly submit all Creative Assets by the Creative Assets Due Date as indicated above in order to launch, which does not affect the commencement of the Initial Term. All Creative Assets must be approved by Niche, and Niche reserves the right not to use any Creative Assets that may infringe upon any person's intellectual property, privacy or other rights.
- b. Customer agrees to pay Niche the Service Fee noted on page 1 of this Service Agreement for the Initial Term and each successive Renewal Term as specified in this Service Agreement. Niche will invoice Customer within five (5) business days of the date in which this Agreement is signed by both parties.

**Miscellaneous:**

- a. Designs, Creative Assets, and placement on the Website may, in Niche's reasonable discretion, change.
- b. Unless otherwise specified, all Services will be rendered according to a Niche standard template.
- c. Any of the Services set forth above are subject to change or cancellation with or without notice due to availability and/or legal compliance issues as they may arise from time to time in Niche's reasonable discretion.
- d. Customer grants permission to Niche to run advertisements and/or promotions on 3<sup>rd</sup> party ad networks (e.g. Google or Facebook) and to integrate Customer Content displayed on 3<sup>rd</sup> party service providers (e.g. Instagram or YouTube) into the Website.
- e. Emails sent to Niche users are subject to the Niche Privacy Policy, including the users' ability to "opt out."
- f. The Agreement may be amended only by a writing executed by each of the parties.
- g. The Agreement may be executed in any number of counterparts (including electronically transmitted versions), each of which shall be deemed an original but all of which shall be construed together and constitute one and the same instrument.

**Agreement & Acceptance:** IN WITNESS WHEREOF the parties have entered into the Agreement, as of the date set forth above. BY EXECUTING THIS SERVICE AGREEMENT, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS AND (B) ACCEPT THE TERMS AND CONDITIONS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEIR TERMS.

**NICHE.COM, INC.**

**CUSTOMER:**

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

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

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

# **Why partner with Niche?**

## **Niche Audience -**

Most popular website in the US for educational search.

Over 30 million families viewed K12 school profiles in 2021.

Google rates our website extremely high and we show up #1 and #2 most often in organic search on google.

Check out our [Audience Video!](#)

## **Premium Profile -**

Better user experience for families visiting your profile and branding consistent with your school's look and message.

Call-to-action buttons on premium profiles focus on converting more families to take action and send them directly to your school website.

Check out our Blog: [How to maximize your Niche profile!](#)

## **Remarketing -**

Our #1 reason that our partners do business with us!

Remarketing allows us to introduce your school and keep your school top of mind after the family has left the Niche platform.

Delivering ads specifically to those interested in your school and your school's top 10 competitors or searching for schools like yours on the Niche platform! You help us create this list!

We deliver your school's ads on social, google display, Niche and google search.

Event promotion to increase attendance at your high value events.

Check out details on our intent-based remarketing ads [here!](#)

## **Customer Service -**

Turnkey service! We are here to support you!

You will have a dedicated Partnership Manager who will be your go-to person for any day-to-day partnership needs.

Onboarding with our team and yours to get the partnership started and ensure we are meeting your goals.

Over 90% Client retention year over year! [Check out our K12 Success Stories here!](#)

## **Tracking and Transparency -**

Monthly Insights Report - Emailed monthly tracking views, referral clicks, and any marketing served during that time period.

Google Analytics Reporting - We will create a live dashboard on your behalf with read-only access to your google analytics. [example dashboard](#)

Pixel - Next level of tracking that allows cross-device and better attribution for the highest level of tracking. [Niche pixel](#)





**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.1.q. APPROVE CONSULTING SERVICES FOR EMERGENCY CRISIS RESPONSE AND SAFETY TRAINING**

CONSENT

**ISSUE:** Shall the Board approve a consultancy service for review and recommendations regarding the District's emergency crisis response and ongoing safety training?

**BACKGROUND:** In both the Board Goals and Moral Imperatives and the District's Facility Needs Assessment Report, the safety and security of students, staff, and property has been identified as the District's utmost priority. District staff has requested that Sheriff Commander Randy Pentis (Ret.) conduct a school safety and crisis readiness review to provide a strategic evaluation of policies, systems and programs that compose the crisis preparation, crisis prevention, crisis management and crisis recovery systems of the Oak Park Unified School District. Upon completion of the review, Commander Pentis will provide a written report with his findings and recommendations and also meet regularly with the District Safety and Security Task Force and conduct safety training for staff. The District had last conducted a Safety Review in 2016 and most of the recommendations from the 2016 Safety report have been implemented. Staff feels it is important to have another safety review conducted to identify additional safety protocols that would be beneficial, and staff would benefit from regular safety training.

**FISCAL IMPACT:** The cost for Commander Pentis' services is \$10,000 for 2022-2023 school year.

**BOARD POLICY:** Pursuant to Board Policy 3515 Campus Security - The Superintendent or designee shall develop campus security procedures, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

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

**ALTERNATIVES:**

1. Approve a consulting service with Commander Randy Pentis for review and recommendations regarding the District's emergency crisis response and ongoing safety training.
2. Do not approve the consultant services.

**RECOMMENDATION:** Alternative No. 1

Respectfully submitted,

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Jeff Davis, Ed.D.  
Superintendent

**BOARD OF EDUCATION MEETING, JUNE 14, 2022**

Approve a consultanting service with Commander Randy Pentis  
for review and recommendations regarding the District's  
emergency crisis response and ongoing safety training.

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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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.1.r. APPROVE AGREEMENT WITH FACILITRON FOR FACILITY RENTAL SERVICES**

CONSENT

**ISSUE:** Shall the Board approve an agreement with Facilitron for online facility rental services?

**BACKGROUND:** This agreement is for services that will help the District manage the scheduling of facilities, including managing external rental requests from the community. Facilitron will photograph the available spaces and create a custom online storefront that will showcase, monetize, and provide facility access to local community groups. The platform includes calendar management tools that integrate with Google, Apple, MS Outlook or nearly any other calendar. The agreement also includes insurance verification, billing and collection services.

**FISCAL IMPACT:** The District pays a commission of 10 percent on fees collected. The commission is deducted from each transaction.

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

**ALTERNATIVES:**

1. Approve agreement with Facilitron.
2. Do not approve the agreement.

**RECOMMENDATION:** Alternative No.1

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

Respectfully submitted:

\_\_\_\_\_  
Jeff Davis, Ed.D.  
Superintendent

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

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

**Oak Park Unified School District and Facilitron, Inc.  
Online Facilities Rental Storefront Agreement**

This Online Facilities Rental Storefront Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 2022 (the "Effective Date"), by and between Oak Park Unified School District (the "Client"), and Facilitron, Inc., a Delaware corporation (the "Company"). The Client and the Company may be referred to herein individually as a "Party" and collectively as the "Parties".

**W I T N E S S E T H**

A. WHEREAS, the Company is the operator of an Internet website which provides its customers with a web storefront for the presentation and rental of facilities; and

B. WHEREAS, the Client desires to present and rent its facilities on a storefront hosted by the Company ("the "Client Facilities Rental Storefront") upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

**A G R E E M E N T**

1. Definitions. As used in this Agreement, the following terms, when capitalized, shall have the following meanings:

(a) **"Company Site"** shall mean the Company's website maintained at [www.facilitron.com](http://www.facilitron.com) and any successor or supplemental locations.

(b) **"Client Site"** shall mean Client's website maintained at: [www.oakparkusd.org](http://www.oakparkusd.org) and any successor or supplemental locations.

(c) **"End Users"** shall mean individuals or outside group representatives as well as any employee, contractor or agent of Client who uses Company's Site to rent any of the Client Facilities.

(d) **"Client Facilities"** shall mean the facilities that the Client intends to rent.

(e) **"Online Facilities Rental Storefront"** shall mean the website and e-commerce platform on the Company Site provided to Client by the Company for the purpose of renting Client Facilities to End-Users ([www.facilitron.com/opusd91377](http://www.facilitron.com/opusd91377) and any successor or supplemental locations).

(f) **"Services"** shall mean the act of setting up and populating Online Facilities Rental Storefront and Client Facilities for presentation and rental, providing additional offerings facilitating rental transactions, such as liability insurance, taking rental orders, processing of payments and disbursements, and providing customer support.

(g) **"Transaction"** as used in the Exhibit "A" herein shall mean the total of each reservation that an End-User makes by using the Online Facilities Rental Storefront. For example, if a

reservation is made that includes 20 uses of a Client Facility, the "Transaction" will be the total costs associated with all 20 uses.

2. Grant of Rights.

(a) Grant of Rights to Company. The Client hereby grants Company the non-exclusive right to present and rent Client Facilities to End-Users in accordance with the provisions of this Agreement during the Term.

(b) Appointment of the Company as Limited Payment Collection Agent for the Client. The Client hereby appoints Company as the Client's limited payment collection agent solely for the purpose of accepting rental and service payments from End Users. The Client agrees that payment made by an End User through Company, shall be considered the same as a payment made directly to the Client, and the Client will make the facilities and services available to the End User in the agreed-upon manner as if the Client has received the fees. The Client agrees that Company may, in accordance with the cancellation policy selected by the Client (i) permit the End User to cancel the booking and (ii) refund (via Company) to the End User that portion of the fees specified in the applicable cancellation policy. The Client understands that Company accepts payments from End Users as the Client's limited payment collection agent and that Company's obligation to pay the Client is subject to and conditioned upon successful receipt of the associated payments from End Users. In accepting appointment as the limited authorized agent of the Client, the Company assumes no liability for any acts or omissions of the Client.

(c) Pricing and Payment Terms. The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the "Client Fee"). **Company shall withhold a commission from the Client or charge End Users a service fee, as determined by the Client pursuant to Exhibit "A", which is attached hereto and incorporated herein by reference.** Notwithstanding the foregoing, in no event shall the aggregate fees to be charged to End Users exceed those limits set forth in California law or Client's board policies. Company shall remit all collected Client Fee payments for completed rentals minus any applicable commission and any End User refunds by a check to the Client on a Monthly basis, and such funds must be sent by Company to Client by the 20<sup>th</sup> day of the following month.

(d) Audit. Upon at least 10 calendar days prior written demand to Company, the Client shall have the right, at its own cost and expense, to audit Company's books, records, and accounts for the sole purpose of verifying payments reported under Section 2(c). Company shall provide all such relevant books, records, and accounts to Client upon such demand. If Client (through its certified public accountant or other appropriate auditor) concludes that additional amounts were owed during the audited period, the Company shall pay such additional amounts within thirty (30) calendar days of the date the Client delivers to Company such accounting firm's written report so concluding. The fees charged by such accounting firm shall be paid by the Client; provided, however, if the audit discloses that the payments payable by Company for such period are more than thirty percent (30%) of the amounts actually paid for such period, then the Company shall pay the reasonable fees and expenses charged by such accounting firm in addition to any additional amounts owed.

3. Scope of Services.

Company shall be responsible for (a) designing and hosting facility rental websites equipped with rental application and payment processing for each facility, (b) maintaining the websites and calendar to ensure that the sites are functionable and actionable, (c) providing account management and customer personnel as are reasonably necessary to performing, maintaining and managing the Services, (d) coordinating all administrative functions associated with the Services, and (e) conducting any other operations reasonably necessary to perform the Services. Company shall comply with all industry standards, any Client rules and regulations concerning the use of Client Facilities, Client's reasonable requests, and all applicable law.

4. Client Obligations.

(a) Solely for purposes of conducting the Services, Client shall use commercially reasonable efforts to assist Company in performing the Services by providing access to its staff, facilities, and updated rental availability data in a timely manner.

(b) The Client shall use commercially reasonable efforts to provide on its website and other communications, at its discretion, instructions, links, and other information to promote the Services therein.

5. No Transfer of Intellectual Property Rights. The Client and the Company acknowledge and agree that no transfer of any proprietary technology, inventions, developments, improvements, art, ideas, art form, or the like, including, but not limited to patents, patent applications, trademarks, copyrights or trade secrets (collectively, "Intellectual Property"), is intended in connection with this Agreement. Each Party's ownership interest in any Intellectual Property owned or licensed by such Party as of the date of this Agreement is not, and shall not be affected by the terms of this Agreement.

6. Trademarks; Client Marks and Company Marks.

(a) Subject to the terms and conditions of this Agreement, the Client grants Company a nonexclusive, non-transferable, revocable license to use the Client trademarks ("Client Marks") solely on the Online Facilities Rental Storefront and in connection with any promotions, marketing and press releases relating to the Services contemplated under this Agreement. The Client Marks are, and shall remain, the sole property of Client. Upon termination of the herein granted license for any reason, the Company agrees to promptly discontinue use of the Client Marks.

(b) Subject to the terms and conditions of this Agreement, Company grants Client a nonexclusive, non-transferable, revocable license to use the Company's trademarks and servicemarks (the "Company Marks") in connection with marketing rental of the Client Facilities and any related services. The Company Marks are, and shall remain, the sole property of the Company. Client recognizes the Company's title to the Company Marks. Client shall use commercially reasonable efforts to not do or suffer to be done any act or thing which will in any way impair the rights of the Company and to the Company Marks. It is understood that Client shall not acquire and shall not claim any title to the Company Marks adverse to the Company by virtue of the license granted herein, it being the intention of the Parties that use of the Company

Marks by Client shall at all times inure to the benefit of the Company. Upon termination of the herein granted license for any reason, Client agrees to promptly discontinue use of the Company Marks except that historical records may remain and be subject to internet access and/or public records requests.

7. Privacy Policy.

Company shall ensure that all individual, aggregate and personally-identifiable customer data and information about the End Users collected by Company complies with all applicable laws and regulations, including, but not limited to the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§ 6501, et seq.), the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §§ 1232g, et seq.) and related regulations, relevant State law, and with Client's privacy policy and the Company's privacy policy (the "Privacy Policy"). To the extent any End-User data contains student data, pupil records, or other personally identifiable information of a student, Company agrees to comply with California Education Code Section 49073.1, the mandatory provisions of which are incorporated herein by reference. Company shall post, on at least the main page of the Online Facilities Rental Storefront, a copy or link to the Privacy Policy. The Privacy Policy must be prominently published on the web page and provide adequate notice, disclosure and choice to users regarding Company's collection, use and disclosure of user information. Company will ensure that the Privacy Policy does not create any liability to Client for the use of any customer or user data by either Party in any manner.

8. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any information disclosed by a Party hereto (the "Disclosing Party") to the other Party ("Recipient"), either directly or indirectly, in writing or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or, if disclosed orally, is identified as confidential or proprietary at the time of its disclosure to the Recipient; provided, however, that any information relating to financial, product and business plans and strategies shall be deemed to be Confidential Information whether or not so designated. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure to the Recipient by the Disclosing Party; (ii) becomes publicly known and available in the public domain after disclosure to the Recipient by the Disclosing Party through no action or inaction of Recipient; (iii) Recipient is able to demonstrate by documentary evidence that such information was lawfully in the possession of Recipient at the time of disclosure by the Disclosing Party; (iv) is independently developed by Recipient, provided Recipient can show by documentary evidence that such development was accomplished by or for Recipient without any use or beneficial reference to any Confidential Information; (v) is disclosed pursuant to legal, judicial or administrative proceeding or as otherwise required by law, provided that (A) Recipient gives reasonable prior notice to the Disclosing Party to allow it to seek a protective or similar order preventing or restricting the disclosure of such information, and (B) such information shall be deemed not to be Confidential Information only to the extent that such disclosure is compelled by such

proceeding or law and only for the purpose of complying with such proceeding or law; or (vi) has been approved in writing for disclosure by the Disclosing Party.

(b) Duty to Hold in Confidence. Each Recipient agrees that, to the extent permitted by law, it will preserve in strict confidence and secure against accidental loss any Confidential Information disclosed by the Disclosing Party to Recipient. In preserving the Disclosing Party's Confidential Information, Recipient will use the same standard of care it would use to secure and safeguard its own confidential information of similar importance, but in no event less than reasonable care. Any permitted reproduction of the Disclosing Party's Confidential Information shall contain all confidential or proprietary legends that appear on the original.

(c) Permitted Disclosures. To the extent permitted by law, Recipient shall permit access to the Disclosing Party's Confidential Information solely to its employees, agents and contractors who have a need to know such information and the need to know is reasonably associated with the business associated with the Agreement. Except as permitted in the exercise of the rights granted under this Agreement, Recipient shall not disclose or transfer any Confidential Information to any third party, without the specific prior written approval of the Disclosing Party.

(d) Obligation to Return Confidential Information. Recipient acknowledges that the Disclosing Party retains ownership of all Confidential Information disclosed or made available to Recipient. Accordingly, upon any termination, cancellation or expiration of this Agreement, or upon the Disclosing Party's request for any reason (other than in violation of this Agreement), Recipient shall return promptly to the Disclosing Party the originals and all copies (without retention of any copy) of any written documents, tools, materials or other tangible items provided by the Disclosing Party to the Recipient containing or embodying Confidential Information; provided, however, that Recipient shall be entitled to retain such originals and copies of Confidential Information of the Disclosing Party as Recipient shall reasonably conclude are necessary to Recipient's use and exploitation, as permitted by this Agreement, of any rights retained by Recipient following such termination, cancellation, expiration or request..

## 9. Representations and Warranties.

(a) Client Representations and Warranties. Client represents and warrants to the Company as of the Effective Date that:

(i) Authority. Client has power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) No Conflicts. The execution, delivery and performance by Client of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by Client pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of Client or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to Client or its actions; or (B) to the best knowledge of Client, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which Client is a party or by which any of its property is bound.



(b) Company Representations and Warranties. The Company represents and warrants to Client as of the Effective Date that:

(i) Corporate Authority. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary corporate action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

(ii) No Conflicts. The execution, delivery and performance by the Company of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by the Company pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of the Company or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to the Company or its actions; or (B) to the best knowledge of the Company, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which the Company is a party or by which any of its property is bound.

(iii) Binding Obligation. When executed and delivered by the Company and Client, this Agreement will be valid and legally binding obligation of the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar laws and to general principles of equity which are within the discretion of courts of applicable jurisdiction.

(iv) Confidentiality Agreements. The Company has and will maintain with all the Company employees, agents, and consultants, written agreements sufficient to enable the Company to perform its obligations hereunder with confidentiality terms at least as restrictive as those provided for the Parties under this Agreement.

(v) Non-infringement. The Company represents and warrants that the Company Site and the Online Facilities Rental Storefront do not knowingly infringe any Intellectual Property Rights of any third party.

#### 10. Termination.

(a) Term. The initial term of this Agreement shall be **twelve (12)** months from the Effective Date (the "Term"). Company will be the provider of Client Facilities Rental Storefronts for the Term, unless terminated early per Paragraph 10(b). Thereafter, this Agreement shall continue on a month-to-month basis unless terminated by either Party as set forth in Paragraph 10(c).

(b) Termination for Breach. In the event of a material breach of this Agreement by a Party (the "Breaching Party"), expressly including Company's failure to abide by the payment and reporting terms as set forth in the Agreement, this Agreement may be terminated by the non-breaching Party, effective upon delivery of written notice to the Breaching Party, unless within seven (7) business days after receiving written notice of such breach from the non-breaching Party the Breaching Party cures such breach (or agrees with the non-breaching

Party on a plan to cure such breach, which agreement shall not be unreasonably withheld, conditioned or delayed by the non-breaching Party).

(c) Other Termination. Following the Term the Client or Company may terminate this Agreement at any time for any reason without cause. Written notice by the Client shall be sufficient to stop further performance of services by the Company. In the event of early termination, the Company shall be paid for satisfactory work performed to the date of termination. The Client may then proceed with any work-product, materials, and information completed by the Company in any manner the Client deems proper.

(d) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5, 6 and 8 shall survive the expiration or earlier termination of this Agreement.

#### 11. General Provisions.

(a) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES ON ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SPECULATIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR USE, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT, STATUTE, OR OTHERWISE AND WHETHER OR NOT THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE TRANSACTION FEES RECEIVED BY THE COMPANY DURING THE TERM OF THIS AGREEMENT.

(b) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that this Agreement may be assigned by any Party without the consent of the other Party (i) to any of the Party's majority-owned or controlled subsidiary entities or (ii) to any other entity resulting from the sale, merger, reorganization or other transfer of all or substantially all of the business or assets of the Party or its majority-owned or controlled subsidiary entities. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect the Agreement.

(d) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient within the next three (3) business days following the email or facsimile transmission.

(e) Notices. All notices and consents required to be given or made by the Parties shall be in writing and shall be deemed validly given if delivered by hand or sent by registered mail, return receipt requested, or confirmed facsimile to the following addresses:

If to Client: Oak Park Unified School District  
5801 Conifer Street  
Oak Park, CA 91377  
Attn:  
Telephone: (818) 735-3200

If to the Company: Chief Executive Officer  
Facilitron, Inc.  
PO Box 1935  
Los Gatos, CA 95031-1935  
Telephone: 800-272-2962

Notice delivered by hand shall be deemed to have been received by the addressee on the date delivered. Notice given by registered or certified mail, return receipt requested, shall be deemed to have been received by the addressee on the date marked on the receipt. Notice given by confirmed facsimile shall be deemed to have been received by the addressee on the business day following the day on which it was sent.

(f) Entire Agreement. This Agreement and the Exhibits hereto are the complete agreement of the Parties relating to the subject matter hereof. This Agreement supersedes and governs any other prior or collateral agreements with respect to the subject matter hereof. Any amendment to this Agreement or any modification of any term of this Agreement must be in writing and be executed by an authorized officer of each Party.

(g) Governing Law, Dispute Resolution and Exclusive Venue. This Agreement shall be governed by and construed under the laws of the State of California, without reference to conflict of laws principles. The parties waive any objection to exclusive jurisdiction and venue in the state and federal courts located in Ventura County, California.

(h) Severability. The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions of this Agreement.

(i) Waiver. The failure of either Party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.

(j) Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

(k) Force Majeure. Neither Party to this Agreement shall be held responsible for any failure or delay in performance under this Agreement where such performance is rendered impracticable by any act of war, compliance with laws, governmental acts or regulations, fire, flood, other natural disaster, epidemic, strikes and other causes similar to those listed, in each case where failure to perform is beyond the control, and not caused by the negligence of the non-performing Party ("Force Majeure").

(l) No Third Party Beneficiaries. Unless otherwise expressly provided, no provision of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives thereunto duly authorized as of the date first written above.

"CLIENT"

"COMPANY"

Oak Park Unified School District

Facilitron, Inc.

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

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

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

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

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

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

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

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

## **EXHIBIT “A”**

### **Company Fee Options**

The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the “Client Fee”).

The Client shall select from one of the following End User service fee/commission options (***note:** the Client may change the original selection at any time, even after the service has started, for all new reservations*):

#### **Option 1: variable commission (default)**

**“The Client agrees to pay the Company a commission of 8% to 12% of the total Client Fee amount per Transaction which shall be deducted from the client’s payment.** Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20<sup>th</sup> day of the following month.”

The commission paid by the Client is based on the Client Fee amount charged by the Client in each bracket as follows:

<b>On Transaction amount over</b>	<b>But equal or less than</b>	<b>Service Fee</b>
\$0	\$500	12%
\$500	\$1,000	11%
\$1,000	\$1,500	10%
\$1,500	\$2,000	9%
\$2,000		8%

Example 1: Client Fee \$50. Service Fee/Commission =  $\$50 \times 12\% = \$6.00$

Example 2: Client Fee \$625. Service Fee/Commission =  $\$500 \times 12\% + \$125 \times 11\% = \$73.75$

#### **Option 2: fixed commission**

**“The Client agrees to pay the Company a commission of 10% of the total Client Fee amount per Transaction which shall be deducted from the client’s payment.** Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20<sup>th</sup> day of the following month.”

#### **Option 3: pass-through**

**“Company shall charge End Users a service fee in the amount of 8% to 12% of the total Client Fee amount per Transaction.** Company shall remit all collected Client Fee payments

for completed rentals minus any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20<sup>th</sup> day of the following month.”

The service fee charged to the End User is based on the total Client Fee amount charged by the Client in each bracket as in the table above.

**Option 4: split**

**“Company shall charge End Users a service fee in the amount of 5% of the total Client Fee amount per Transaction. The Client agrees to pay the Company a commission of 5% of the total Client Fee amount per Transaction, which shall be deducted from the Client’s payment.** Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20<sup>th</sup> day of the following month.”

***Company does not charge any fees for bookings that result in a \$0 total fee to the requester.***

*Client has the ability to change facility use request prices and fees at any time, and the Company’s service fee and commission will be automatically adjusted accordingly.*

*For example, if the Client adjusts prices and fees for a particular reservation to \$0 then the Company’s service fee and commission will automatically adjust to \$0.*

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***Option 1 (variable commission) will be used if section below is left blank.***

**Fee Option Selection for Initial implementation**

Client selects Option \_\_\_\_\_

Client \_\_\_\_\_ (please Initial)

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.2.a. APPROVE 2022-2023 OAK PARK UNIFIED SCHOOL DISTRICT  
LOCAL CONTROL AND ACCOUNTABILITY PLAN**

**ACTION**

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**ISSUE:** Shall the Board approve the 2022-2023 Oak Park Unified School District Local Control and Accountability Plan (LCAP)?

**BACKGROUND:** The LCAP is intended as a comprehensive planning tool to support student outcomes and is an important component of the local control funding formula (LCFF). Under the LCFF, all local educational agencies (LEAs) including school districts, county offices of education (COEs), and charter schools are required to prepare the LCAP which is a 3-year plan, which describes how they intend to meet annual goals for all pupils, with specific activities to address state and local priorities identified pursuant to California Education Code (EC) sections 52060(d), 52066(d), and 47605. The Local Control and Accountability Plan and the Annual Update (LCAP) must be completed in conformance with the SBE-approved template.

In the second year of the three-year plan, the 2022-2023 Oak Park Unified School District LCAP has been developed with the input from diverse groups of stakeholders. In conformance with Education Code 52062, the District's initial draft of the 2022-2023 LCAP was presented at a public hearing held on June 7, 2022 at a Special Board of Education Meeting where the proposed budget was also presented for information and public participation. Prior to the adoption of the annual school district budget the LCAP must be approved by the Board of Education at the same meeting at which the annual budget is approved. The 2022-2023 Local Control Accountability Plan is available at this link <https://bit.ly/3Q9JOuk> for the Board's Review.

**FISCAL IMPACT:** Upon its final approval at the Board's June 14, 2022 meeting, the 2022-2023 LCAP will provide the basis for the District's 2022-2023 operating budget, which is also on this meeting's agenda.

**BOARD POLICY:** Pursuant to Board Policy 0460 Local Control Accountability Plan: 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

**BOARD OF EDUCATION MEETING, JUNE 14, 2022**

Approve the 2022-23 Oak Park Unified Local Control and Accountability Plan

Page 2

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**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.

**ALTERNATIVES:**

1. Approve the 2022-23 Oak Park Unified School District Local Control and Accountability Plan (LCAP)
2. Do not approve the LCAP.

**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

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

**VOTE:**

Hardy

Hazelton

Helfstein

Ross

Wang

**AYES**

**NOES**

**ABSTAIN**

**ABSENT**

\_\_\_\_\_

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**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.2.b. APPROVE AND ADOPT PROPOSED 2022-2023 OAK PARK UNIFIED SCHOOL DISTRICT ANNUAL OPERATING BUDGET**

ACTION

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**ISSUE:** Shall the Board adopt the proposed 2022-2023 Oak Park Unified School District annual operating budget?

**BACKGROUND:** On May 13, 2022, Governor Newsom presented the May Revision to his 2022-2023 state budget proposal presented in January of this year. On June 7, 2022, OPUSD solicited the recommendations and comments of the public regarding the District's proposed 2022-23 budget. The proposed 2022-2023 budget incorporates the most current information available, including LCAP recommendations, local budget assumptions, enrollment and staffing projections, and revenue and expenditure forecasts. There are no changes to the proposed budget that was presented at the June 7<sup>th</sup> special meeting. The proposed 2022-23 OPUSD budget and supporting documents may be accessed at the following link: <https://bit.ly/3mtsQth>.

**BOARD POLICY:** Pursuant to Board Policy Budget 3100 - The Board shall adopt the district budget at a public meeting held after the date of the public hearing but on or before July 1 of each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, and the LCFF budget overview for parents/guardians. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP.

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

**ALTERNATIVES:**

1. Approve and adopt the proposed 2022-2023 Oak Park Unified School District annual budget.
2. Do not approve

**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

**BOARD OF EDUCATION MEETING, JUNE 14, 2022**

Approve and adopt the proposed 2022-2023 Oak Park  
Unified School District annual budget.

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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.2.c. APPROVE 2022-23 EMPLOYEE HEALTH BENEFIT PLANS**

ACTION

**ISSUE:** Shall the Board accept the renewal of 2022-2023 employee medical, dental, and vision insurance coverage with California's Valued Trust?

**BACKGROUND:** In May, the District's current health care provider, California's Valued Trust (CVT) announced its rates for the 2022-2023 plan year. The District's current coverage offers a choice of nine medical plans, including seven Anthem Blue Cross PPO plans and three Kaiser plans, as well as Delta Dental and VSP Vision plans. The new rates include average increases of 4.5% for the Blue Cross PPO plans and 4.9% for Kaiser HMO plans. There is a -5% change for Delta Dental and no change in VSP Vision coverage from 2022-23. At this time, it is recommended that the Board authorize the renewal of employee medical, vision and dental plans with CVT for the 2022-2023 school year.

**FISCAL IMPACT:** The District's contribution for employee health benefits is capped by its collective bargaining agreements with both employee unions. However, the increases to plans that fall under the cap will create an increase to the district liability.

**BOARD POLICY:** Pursuant to Board Policy 4154,4254,5354 Health and Welfare Benefits - The Governing Board recognizes that health and welfare benefits are essential to promote employee health and productivity and are an important part of the compensation offered to employees. The district shall provide health and welfare benefits for certificated and classified employees in bargaining units in accordance with state and federal law and subject to negotiated employee agreements.

**GOAL:** N/A

**ALTERNATIVES:**

1. Approve contract renewal with California's Valued Trust for the 2022-2023 school year.
2. Do not approve contract renewal.

**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, JUNE 14, 2022**

Approve contract renewal with California's Valued Trust  
for the 2022-2023 school year.

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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.2.d. ACCEPT 2020-21 AUDIT REPORT FOR AUXILIARY ORGANIZATION OAK PARK PARENT FACULTY ASSOCIATION**

ACTION

**ISSUE:** Shall the Board receive and accept the 2020-21 audit report for auxiliary organizations Oak Park High School Parent Faculty Association?

**BACKGROUND:** As required by Education Code Section 41020 and Article XIII.B of the State Constitution, the Board of Education has employed an independent accounting firm to audit all District financial records and procedures for the Fiscal Year (FY) ending June 30, 2021. Additionally, a district may elect to audit auxiliary organizations. Traditionally, the District requests the accounting firm of Christy White Associates to audit auxiliary organizations. For FY 2020-21, the District chose Oak Park High School Parent Faculty Association to be audited. The written report is included with this agenda.

**FISCAL IMPACT:** None; this service is included in the District's contract with Christy White Associates at no additional cost.

**BOARRD POLICY:** N/A

**GOAL:** N/A

**ALTERNATIVES:**

1. Accept as part of the 2020-2021 annual financial audit report of the OPHS PFA.
2. Do not accept the report.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Adam Rauch, Assistant Superintendent, Business Services

Respectfully submitted,

\_\_\_\_\_  
Jeff Davis, Ed.D.  
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____



Certified Public Accountants serving  
K-12 School Districts and Charter  
Schools throughout California

Governing Board Members  
Oak Park Unified School District  
Oak Park, California

At the request of the Governing Board, we selected a sample of auxiliary organizations established in support of the Oak Park Unified School District for the fiscal year ended June 30, 2021 and reviewed documentation supporting their bank accounts, tax filings and fundraising activity.

For the fiscal year ended June 30, 2021, we selected the Oak Park High School Parent Faculty Association.

**Procedures Performed:**

- Inquiries were made of auxiliary organization management regarding internal controls.
- Inquiries were made of auxiliary organization management regarding major fundraisers operated during the fiscal year.
- Tax filings were reviewed to determine the organization's proper establishment as a 501(c)(3) tax exempt nonprofit organization.
- Bank statements and reconciliations were reviewed for completeness and to support fundraising activities and purchases made.
- Board meeting minutes were reviewed, where applicable, for completeness.

**Results of Procedures Performed:**

The results of our procedures show that internal control procedures have been established and all reviewed documentation supports the established purpose of the auxiliary organization.

San Diego, California  
June 6, 2022

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.2.e. AUTHORIZE MEASURE S PROJECT 22-05S UPGRADE KITCHEN EQUIPMENT AND DRAINS DISTRICTWIDE**

ACTION

**ISSUE:** Shall the Board authorize Measure S Project 22-05S Upgrade Kitchen Equipment and Drains Districtwide?

**BACKGROUND:** At its meeting on March 15, 2022, the Board approved the Measure S Framework, which included the need to upgrade kitchen equipment and drains districtwide. The District kitchens have outdated cooking equipment and drains that do not efficiently drain water. This project establishes a not to exceed budget of \$400,000 to procure new cooking equipment and to improve the drainage in each of the kitchens across the District.

**FISCAL IMPACT:** This project will be funded through Measure S and will have a not to exceed budget of \$400,000.

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

**GOAL:** In Support of Goal 1.a. – Promote, adhere to, and whenever possible, exceed State and County health guidelines to ensure a safe environment for all students, teachers, staff, and families.

**ALTERNATIVES:**

1. Authorize Measure S Project 22-05S.
2. Do not authorize.

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted:

\_\_\_\_\_  
Jeff Davis, Ed.D.  
Superintendent

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

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.2.f. AUTHORIZE MEASURE S PROJECT 22-06S UPGRADE EATING AREA AT OAK HILLS ELEMENTARY SCHOOL AND DELEGATE AUTHORITY TO THE SUPERINTENDENT TO AWARD RELATED CONTRACTS**

ACTION

**ISSUE:** Shall the Board authorize Measure S Project 22-06S Upgrade Eating Area at Oak Hills Elementary School and delegate authority to the Superintendent to award related contracts?

**BACKGROUND:** At its meeting on March 15, 2022, the Board approved the Measure S Framework, which also included the need to upgrade the eating area at Oak Hills Elementary School.

The purpose of this project is to expand the eating area at Oak Hills to an area adjacent to the existing, covered eating area. The scope of this project includes removing the frames and plexiglass from the existing covered eating area, grading roughly 700 sq. ft. of sloped grass into a flat area with pavers and a seating wall. The area will be able to accommodate lunch tables and will be covered with a shade sail. As time is of the essence, and the Board will be in recess until its next meeting in August, it is requested that the Board delegate authority to the Superintendent to award and execute contracts. Education Code 17604 permits the Board to delegate the authority to award contracts to the Superintendent, provided that the Board ratifies or formalizes the award at a subsequent meeting. The scope of the requested authorization is as follows: 1) the award of contracts will be limited to Measure S Project 22-06S, Upgrade Eating Area at Oak Hills Elementary School in strict conformance with the requirements of Public Contract Code and all other applicable law; 3) proposed contracts will be reviewed by the Superintendent and staff, considering price, quality, value and needs of the District; 4) any contracts awarded shall be presented for Board ratification at its next regular meeting after the award of the contracts.

**FISCAL IMPACT:** This project will be funded through Measure S and will have a total budget of \$120,000.

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

**GOAL:** In Support of Goal 1.a. – Promote, adhere to, and whenever possible, exceed State and County health guidelines to ensure a safe environment for all students, teachers, staff, and families.

**ALTERNATIVES:**

1. Authorize Measure S Project 22-06S Upgrade Eating Area at Oak Hills Elementary School and delegate authority to the Superintendent to award contracts for this project as specified above.
2. Do not authorize and delegate authority.



**BOARD OF EDUCATION MEETING, JUNE 14, 2022**

Authorize Measure S Project 22-06S Upgrade Eating Area

at OHES and delegate authority to the Superintendent to award contracts

Page 2

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted:

\_\_\_\_\_  
Jeff Davis, Ed.D.  
Superintendent

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

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.2.g. AUTHORIZE MEASURE S PROJECT 22-07S REPAIR EXTERIORS OF MODULAR CLASSROOMS DISTRICTWIDE, AWARD CONTRACT, AND DELEGATE AUTHORITY TO THE SUPERINTENDENT TO AWARD RELATED CONTRACTS**

ACTION

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**ISSUE:** Shall the Board authorize Measure S Project 22-07S Repair Exteriors of Modular Classrooms Districtwide and Delegate authority to Superintendent to award Contract?

**BACKGROUND:** At its meeting on March 15, 2022, the Board approved the Measure S Framework, which includes funding for capital improvements, such as repairing the exterior of modular classrooms.

District staff has identified two projects to be completed prior to the start of the 2022-23 school year.

As part of the scope of Project 20-18S Renovate Exteriors of Buildings B and C at Red Oak, the entire campus is being repainted. Prior to the D building modular classrooms being painted, staff is recommending repairs to the exterior. Two proposals were received. The cost of the proposals was nearly identical. Staff recommends awarding this work to Custom Modular as this vendor has extensive experience performing similar projects at OPUSD. Additionally, Custom Modular will check the foundations of the classrooms and re-level them as needed to ensure they are balanced.

Additionally, the E building at Medea Creek Middle School requires exterior repairs around the elevator shaft. Staff is currently soliciting bids for this project. As time is of the essence, and the Board will be in recess until its next meeting in August, it is requested that the Board delegate authority to the Superintendent to award and execute contracts. Education Code 17604 permits the Board to delegate the authority to award contracts to the Superintendent, provided that the Board ratifies or formalizes the award at a subsequent meeting. The scope of the requested authorization is as follows: 1) the award of contracts will be limited to Measure S Project 22-07S, Exterior Repairs of Modular Classrooms Districtwide in strict conformance with the requirements of Public Contract Code and all other applicable law; 3) proposed contracts will be reviewed by the Superintendent and staff, considering price, quality, value and needs of the District; 4) any contracts awarded shall be presented for Board ratification at its next regular meeting after the award of the contracts.

**FISCAL IMPACT:** This project will be funded through Measure S and will have a not-to-exceed budget of \$150,000.

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

**BOARD OF EDUCATION MEETING, JUNE 14, 2022**

Authorize Measure S Project 22-07S Repair Exteriors  
of Modular Classrooms Districtwide and delegate  
authority to the Superintendent to award contracts  
Page 2

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**GOAL:** In Support of Goal 1.A. – Promote, adhere to, and whenever possible, exceed State and County health guidelines to ensure a safe environment for all students, teachers, staff, and families.

**ALTERNATIVES:**

1. Authorize Measure S Project 22-07S Repair Exteriors of Modular Classrooms Districtwide and delegate authority to the Superintendent to award contracts for this project as specified above.
2. Do not authorize project and delegate authority.

**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

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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	_____	_____	_____	_____

# CMSC

## CUSTOM MODULAR SERVICES CORPORATION

19271 FIJI LANE HUNTINGTON BEACH, CA 92646

(714) 964-6834 - FAX (714) 964-7314

LICENSE NO. 570805

## QUOTATION

Page 1 of 2

TO: Oak Park Unified School District  
Brendan Callahan

PHONE: (805) 355-7176

EMAIL: [bcallahan@opusd.org](mailto:bcallahan@opusd.org)

**JOB ADDRESS/CUSTOMER NAME: OPUSD Red Oak Elementary**

**DESCRIPTION *Prevailing Wages***

### Unit #D51

Replace 40' of siding and seal. West side	\$ 6,000.00
Replace three sheets of siding and cut 40' existing siding bottom 12" and replace.	\$ 3,600.00
Replace 104' of skirting and vents.	\$ 3,640.00
Repair handrails on ramp.	\$ 200.00
<b>Subtotal</b>	<b>\$ 13,440.00</b>

### Unit #D52

Replace two sheets of siding, cut bottom 12", replace and seal. W.	\$ 3,400.00
Replace 104' of skirting and vents.	\$ 3,640.00
Secure loose and seal siding on North and east sides.	\$ 680.00
<b>Subtotal</b>	<b>\$ 7,720.00</b>

### Unit# D53

Replace two sheets of siding, secure loose and seal. W.	\$ 1,500.00
Replace 104' of skirting and vents.	\$ 3,640.00
Cut siding 40'bottom 12" replace and seal.	\$ 3,000.00
Repair handrail on ramp.	\$ 150.00
<b>Subtotal:</b>	<b>\$ 8,290.00</b>

### Unit# D54

Replace one sheet of siding, cut 40'bottom 12", replace and seal.	\$ 3,000.00
Secure loose siding on remainder of building and seal.	\$ 500.00
Replace 104' of skirting.	\$ 3,640.00

**Subtotal: \$ 7,140.00**

# CMSC

## CUSTOM MODULAR SERVICES CORPORATION

19271 FIJI LANE HUNTINGTON BEACH, CA 92646

(714) 964-6834 - FAX (714) 964-7314

LICENSE NO. 570805

Page 2 of 2

## QUOTATION

### Units# D55

Cut 40' of siding bottom 12", replace and seal.	E.	\$ 2,900.00
Secure loose siding, detail and seal.		\$ 650.00
Replace 104' of skirting and vents.		\$ 3640.00

**Subtotal \$ 7,190.00**

### Unit# D56

Replace two sheets of siding on East side, secure loose and detail siding.		\$ 3,400.00
Replace 104' of skirting and vents.		\$ 3,640.00

**Subtotal \$ 7,040.00**

### Unit# 4857L

Replace 40' of 10' T1-11 siding on east side and seal.		\$ 4,500.00
Replace two sections of siding at top of west side.		\$ 500.00
Secure loose siding and detail.		\$ 300.00

**Subtotal: \$ 5,300.00**

For Bond, please add 3% of total contract

**\$2,200.00 Discount for 50% payment at material delivery and 50% at completion.**

### Note:

**All prime and Painting to be by others.**

**Customer to provide dumpster as needed.**

**Foundations will be checked for level and adjusted as needed during repairs.**

**Any damaged foundation material will be reported and replaced on T&M**

**AMOUNT: \$ TBD TERMS OF PAYMENT: Net 30 days**

Any alterations or deviation from the above involving extra cost of material or labor, will be executed only on written orders for same and will become an extra charge over the sum mentioned above.

**PROPOSED BY: EM DATE: 4-21-2022**

**APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_**

Amounts past due are subject to a service charge of one and half percent per month (unless applicable law requires a lesser charge) together with cost of court and attorney's fees incurred to collect any unpaid amount whether incurred before or after commencement of litigation.

THIS ESTIMATE HAS BEEN APPROVED BY CMSC. AND IS VALID UP TO THIRTY (30) DAYS FROM THE DATE LISTED ABOVE.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.2.h. AUTHORIZE MEASURE S PROJECT 22-08S LED LIGHTING UPGRADES DISTRICTWIDE AND APPROVE RESOLUTION #22-10 AWARDED ASSOCIATED CONTRACT**

ACTION

**ISSUE:** Shall the Board authorize Measure S project 22-08, LED Lighting Upgrades Districtwide and approve Resolution #2022-10, award associated contract to Vector Energy Group?

**BACKGROUND:** In prior years, the District utilized Prop 39 funding to make extensive LED lighting upgrades across campuses. That funding source has been exhausted, yet there are still several locations across the District that have not been upgraded to LED lighting. This project intends to convert all remaining areas across the District to LED lighting in order to receive the available cost savings that come with energy-efficient lighting. It is anticipated that this investment will breakeven in approximately 5 years, with the District realizing annual cost savings of approximately \$39K.

The following proposal is based on several walkthroughs conducted over the past few months between Staff and Vector Energy Group to identify all remaining areas across the District without LED lighting. These include:

- Library and Gym (Medea Creek Middle School)
- Pavilion, Gym, E-Building, F-Building (Oak Park High School)
- Exterior Lighting (Oak Hills Elementary School)
- Exterior Lighting (Brookside Elementary School)
- Administrative Offices (District Office)

Vector Energy Group was awarded a SPURR Master Agreement, which means that their bid is recognized as piggy-backable and considered competitive. Procurement guidelines allow us to accept this bid on its own as competitive and does not require the District to procure additional bids. This contract and resolution have been reviewed by District Legal Counsel.

**FISCAL IMPACT:** The total price of this project is \$202,273, which is to be funded by Bond Measure S.

**BOARD POLICY:** Pursuant to Board Policy 3311 Bids - When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase any personal property to the extent authorized by law.

**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 Project 22-08S and approve Resolution #2022-10.
2. Do not authorize project and approve resolution.

**BOARD OF EDUCATION MEETING, JUNE 14, 2022**

authorize Measure S project 22-08, LED Lighting  
Upgrades Districtwide and approve Resolution #2022-10,  
award associated contract to Vector Energy Group  
Page 2

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**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted:

\_\_\_\_\_  
Jeff Davis, Ed.D.  
Superintendent

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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	_____	_____	_____	_____

**BEFORE THE BOARD OF EDUCATION OF THE  
OAK PARK UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 2022-10**

**RESOLUTION MAKING FINDINGS IN CONNECTION WITH ENERGY  
CONSERVATION CONTRACTS**

**WHEREAS**, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources at the facilities of public agencies; and

**WHEREAS**, Oak Park Unified School District ("Public Agency") desires to implement energy conservation measures at its facilities and to reduce or make more efficient use of energy at its facilities; and

**WHEREAS**, Public Agency proposes to enter into one or more energy service contracts, including any related documents or confirmations ("Agreements"), with Vector Energy Group LLC ("Supplier"), pursuant to which Supplier will provide a turnkey LED retrofit service and related products ("Conservation Measures") as per Exhibit A for specified structures, buildings, facilities, or works owned or operated by Public Agency; and

**WHEREAS**, Supplier has provided Public Agency with an analysis showing the financial and other benefits of entering into the Agreements, which analysis is attached hereto as Exhibit B and made part hereof by this reference; and

**WHEREAS**, Exhibit B includes data showing that the anticipated cost to Public Agency for the Conservation Measures under the Agreements will be less than the anticipated marginal cost to Public Agency of energy that would have been consumed by Public Agency in the absence of the Conservation Measures; and

**WHEREAS**, Supplier is an awarded vendor in the School Project for Utility Rate Reduction ("SPURR") LED Program, pursuant to a competitive statewide request for proposal ("RFP") process conducted by SPURR, a California Joint Powers Authority; and

**WHEREAS**, Public Agency has reviewed SPURR's LED Program RFP process; and

**WHEREAS**, Public Agency proposes to enter into the Agreements, each in substantially the form presented at this meeting and attached hereto as Exhibit C, subject to such revisions, insertions, or omissions as the Assistant Superintendent of Business Services ("Designated Officer") and District legal counsel reasonably deems necessary following the Board's adoption of this Resolution; and



**WHEREAS**, pursuant to California Government Code section 4217.12 (“Section 4217.12”), this Board held a regularly scheduled public hearing to receive public comment and to make the determinations set forth in this Resolution; and

**WHEREAS**, the Agreements are in the best interests of Public Agency; and

**WHEREAS**, Public Agency’s proposed approval of the Agreements is a “Project” for purposes of the California Environmental Quality Act (“CEQA”); and

**WHEREAS**, the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 (“State CEQA Guidelines”), exempt certain projects from further CEQA evaluation, including the following: (1) projects consisting of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use (“Class 1 Exemption”; Cal. Code Regs., tit. 14, § 15301); (2) projects consisting of the new construction or conversion of small structures (“Class 3 Exemption”; Cal. Code Regs., tit. 14, § 15303); (3) projects consisting of the construction or placement of minor accessory structures to existing facilities (“Class 11 Exemption”; Cal. Code Regs., tit. 14, § 15311); and (4) projects consisting of minor additions to existing schools (“Class 14 Exemption”; Cal. Code Regs., tit. 14, § 15314), and the Project is categorically exempt under one or more of such exemptions; and

**WHEREAS**, the Project does not involve any of the following and so is eligible for a categorical exemption as described above under State CEQA Guidelines section 15300.2:

- (a) the cumulative impact of successive projects of the same type in the same place, which over time are significant;
- (b) an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;
- (c) a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;
- (d) a hazardous waste site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; and
- (e) a project which may cause a substantial adverse change in the significance of a historical resource; and

\* \* \* \* \*

**NOW, THEREFORE,** based upon the above-referenced recitals, the Board hereby finds, determines and orders as follows:

1. In accordance with Section 4217.12, the Agreements are in the best interests of Public Agency.
2. In accordance with Section 4217.12, based on information in Exhibit B and on any supplemental information publicly provided to the Board at the meeting held to consider this Resolution, the anticipated cost to Public Agency for the Conservation Measures under the Agreements will be less than the anticipated marginal cost to Public Agency of energy that would have been consumed by Public Agency in the absence of the Conservation Measures.
3. In accordance with Section 4217.12, and based on Public Agency's review of SPURR's LED Program RFP process and desire to adopt that process as its own for purposes of selecting Supplier as a provider of the Conservation Measures, the Board hereby approves the Agreements.
4. The Board hereby authorizes and directs the Designated Officer to negotiate any further revisions, insertions, or omissions to the Agreements as the Designated Officer reasonably deems necessary consistent with this Resolution, and thereafter promptly to execute and deliver to Supplier the Agreements. The Designated Officer is hereby further authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and the Agreements.
5. The Project hereby found to be exempt from the requirements of CEQA pursuant to the Class 1 Exemption, as described above.
6. Public Agency staff are hereby authorized to file and process a Notice of CEQA Exemption for the Project in accordance with CEQA and the State CEQA Guidelines, and the findings set forth in this resolution.

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The foregoing Resolution was adopted at a meeting of the Board of Education of the Oak Park Unified School District on June 14, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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President, Board of Education  
Oak Park Unified School District

CERTIFIED TO BE A TRUE AND

CORRECT COPY:

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Clerk, Board of Education  
Oak Park Unified School District

EXHIBITS TO RESOLUTION MAKING FINDINGS IN CONNECTION WITH ENERGY  
CONSERVATION CONTRACTS

Exhibit A – Scope of Work for Energy Conservation Contract

Exhibit B – Cost Savings Analysis as Required Under Government Code 4217

Exhibit C – Energy Conservation Contract Documentation

# Exhibit A - Scope of Work

Item	School	Building	Location	Notes	Height	Existing	Vector Retrofit	Fixture Description	Fixtures	Lamps/Fixture	Bulbs
1	Medea Creek Middle School			Need to convert Outlet to hardwire	18ft to 24 FT	20 high-pressure sodium 400 watts in the library	Sylvania UFOHIBA2A/100UNVD850/WH + UFOHIBA2A/PC1/90	Cylindrical MH twist lock to outlet	20	1	20
2	Medea Creek Middle School				31 FT	52 light fixtures of 6 lamp T5 for the gym can be replaced with high bay	Sylvania LNHIBA3A/255UNVD840/24W/WH	2x4 Surface Mount High Bay Fixture	52	6	312
3	Oak Park High School	Exterior	Parking Lot	Using 150W Inc Induction Lamps but want lamps to match original 400 W Lamps	26 FT	24 parking lot	Sylvania AREAFLD2A/150UNVD750/T5BZ + AREAFLD2A/POLEMOUNT/BZ	400 W Equivalent. Straight Arm. Type V	24	1	24
4	Oak Park High School	MPR	MPR		UP 22 FT	10 Clusters 4 fixtures each with 4 lamp fluorescent 40 watts + BR20	Green Creative 16PLL/840/GL/BYP	Decorative Pendant Fixture 4 Lamp PLL w 1 BR20	40	4	160
5	Oak Park High School	MPR	MPR			Emergency Wall Recessed Fixture. PLL Lamp 24 Watt	Beghelli TempestaT20	Emergency Recessed Fixture	8	1	8
6	Oak Park High School	MPR	MPR			6" Can Light 1 Lamp 32 Watt CFL	Sylvania RT6S900UNVD9SC85A	LED Can Fixture	68	1	68
7	Oak Park High School	Gym	Gym	Need to convert Outlet to hardwire. Going from 2x4 Fixture to UFO Highbay	30 FT	32 fixtures with 6 lamp 5T	Sylvania UFOHIBA2A/150UNVD850/WH	400 W Equivalent UFO	32	6	192
8	Oak Park High School	E Building	E1	1 EM		Suspended Pendant 2 Lamp T5 28W	Sylvania - LED14T5HEL48FG841BF	Ballast Bypass T5 Lamp	30	2	60
9	Oak Park High School	E Building	E2	1 EM		Suspended Pendant 2 Lamp T5 28W	Sylvania - LED14T5HEL48FG841BF	Ballast Bypass T5 Lamp	30	2	60
10	Oak Park High School	E Building	E3	1 EM		Suspended Pendant 2 Lamp T5 28W	Sylvania - LED14T5HEL48FG841BF	Ballast Bypass T5 Lamp	30	2	60
11	Oak Park High School	E Building	E4	1 EM		Suspended Pendant 2 Lamp T5 28W	Sylvania - LED14T5HEL48FG841BF	Ballast Bypass T5 Lamp	30	2	60
12	Oak Park High School	E Building	E5	1 EM		Suspended Pendant 2 Lamp T5 28W	Sylvania - LED14T5HEL48FG841BF	Ballast Bypass T5 Lamp	30	2	60
13	Oak Park High School	E Building	Workroom	1 EM		Suspended Pendant 2 Lamp T5 28W	Sylvania - LED14T5HEL48FG841BF	Ballast Bypass T5 Lamp	18	2	36
14	Oak Park High School	F Building	F1	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	25	2	50
15	Oak Park High School	F Building	Storage	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	3	2	6

16	Oak Park High School	F Building	F2	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	27	2	54
17	Oak Park High School	F Building	Hallway	3 EM		2x2 Recessed Troffer 2 Lamp PLL	ESPEL - LT40W/840-ID	Bypass Lamps	15	2	30
18	Oak Park High School	F Building	F3	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	14	2	28
19	Oak Park High School	F Building	F4	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	14	2	28
20	Oak Park High School	F Building	F5	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	14	2	28
21	Oak Park High School	F Building	F6	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	20	2	40
22	Oak Park High School	F Building	F7	3 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	14	2	28
23	Oak Park High School	F Building	F8	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	14	2	28
24	Oak Hills Elementary					light fixtures with 2 lamp T12 watts	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	32	2	64
25	Brookside Elementary	Exterior				Circular wall pack 2 Lamp CFL	Satco - 65-751	LED Circular Wall Pack	36	2	72
26	Oak Park High School	MPR				Old Lighting Panel	Acuity ARP INTENC48 NLT 48SPR MVOLT HLK SM DTC				
<b>Item</b>	<b>School</b>	<b>Building</b>	<b>Location</b>	<b>Notes</b>	<b>Height</b>	<b>Existing</b>	<b>Vector Retrofit</b>	<b>Fixture Description</b>	<b>Fixtures</b>	<b>Lamps/Fixture</b>	<b>Bulbs</b>
27	District Office	District Office	Superintendent office			Round Surface Mounted Can Light 2 Lamp 4 Pin CFL	Green Creative 9PLO/840/HYBM	Ballast Bypass 4 Pin	4	2	8
28	District Office	District Office	Superintendent office kitchen			1x4 Recessed Troffer 2 Lamp T8	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	1	2	2
29	District Office	District Office	Superintendent office storage			1x4 Recessed Troffer 2 Lamp T8	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	1	2	2
30	District Office	District Office	Back Open Office			2x2 Surface Mounted 2 Lamp U Bend	Keystone - KT-LED18T8-U6GC-840-D	Ballast Bypass U Bend Lamp	4	2	8
31	District Office	District Office	Business Services			2x2 Surface Mounted 2 Lamp U Bend	Keystone - KT-LED18T8-U6GC-840-D	Ballast Bypass U Bend Lamp	4	2	8
									<b>654</b>		<b>1604</b>

## Exhibit B - Savings Analysis

Rate	\$0.28	\$0.23	\$0.27	\$0.37	\$0.30		
	Medea Creek Middle	Oak Park High	Oak Hills Elementary	Brookside Elementary	District Office	Totals	10 Year Projection
Existing Lighting Usage (kWh)	77525.76	185303.04	6389.76	5166.72	2645.76		
Existing Lighting Usage (\$)	\$21,707.21	\$42,619.70	\$1,725.24	\$1,911.69	\$793.73	\$68,757.56	\$687,575.62
Proposed Lighting Usage (kWh)	47611.20	64633.92	2396.16	2246.40	636.48		
Proposed Lighting Usage (\$)	\$13,331.14	\$14,865.80	\$646.96	\$831.17	\$190.94	\$29,866.01	\$298,660.13
Annual Savings (kWh)	29914.56	120669.12	3993.60	2920.32	2009.28		
<b>Annual Cost Savings</b>	<b>\$8,376.08</b>	<b>\$27,753.90</b>	<b>\$1,078.27</b>	<b>\$1,080.52</b>	<b>\$602.78</b>	<b>\$38,891.55</b>	<b>\$388,915.49</b>
Project Cost						\$202,273	
Simple Payback (Years)						5.20	

**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT**

SPURR Master Contract: SMC-LED-19

Vendor: Vector Energy Group LLC

RFP Issued: 10/11/2019

Award: Turnkey Installer (when using California Conservation Corps)

Last Date to Order: Specified in SMC-LED-19, as amended to date

**Awarded Items Ordered: See attached line item Project description, including Awarded Items, projected project start date, and payment terms.**

Order date: \_\_\_\_\_

Expected Project start date: \_\_\_\_\_

Expected total Project value: \$ \_\_\_\_\_

If final total Project value exceeds expected total Project value state above, then Vendor and Participant must submit revised ATO(s) to SPURR. If final total Project value is less than expected total Project value stated above, then Vendor must submit revised line item project description(s) to SPURR.

Participant hereby confirms that it has agreed to buy from Vendor, and Vendor hereby confirms that it has agreed to sell to Participant, the Awarded Items specified in this ATO, pursuant to the above-referenced RFP and SPURR Master Contract and the attached General Terms and Conditions (March 2, 2020 revision). Participant and Vendor may agree on any contingencies, including funding contingencies, related to the purchase, sale, or delivery of the Awarded Items.

Please submit a PDF file of the completed ATO to SPURR at [service@spurr.org](mailto:service@spurr.org) or to SPURR's designated agent within thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Awarded Items. SPURR will review and send an accepted ATO to Participant and Vendor for their files.

**An ATO is not valid for purchase of Awarded Items until the ATO has been accepted by SPURR, as evidenced by SPURR's execution of the ATO.**

<u>Participant Authorization</u>	<u>Vendor Authorization</u>
Participant: _____	Vendor: <u>Vector Energy Group LLC</u>
Street Address: _____	Street Address: _____
City, St, Zip: _____	City, St, Zip: _____
Contact Name: _____	Contact Name: _____
Contact Title: _____	Contact Title: _____
Contact Phone: _____	Contact Phone: _____
Contact Email: _____	Contact Email: _____
Authorized Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Date: _____	Date: _____
<u>SPURR Acceptance</u>	
Authorized Signature: _____ Date: _____	
Michael Rochman Managing Director	



General Terms and Conditions, February 28, 2020 revision

A. BACKGROUND AND INTENT OF PROGRAM

1. SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to the California Government Code's Joint Exercise of Powers Act.
2. SPURR aggregates purchasing power and expertise for member and eligible non-member organizations in California.
3. In its LED Program, SPURR aggregates purchasing power and expertise for LED lighting, controls, software, and related professional and installation services.
4. SPURR has established master contracts for LED Items through issuance of the RFP referenced on the cover page of this ATO.
5. Capitalized terms not otherwise defined in this ATO have the meanings ascribed to them in the RFP or the SMC referenced on the cover page of this ATO.
6. The purpose of the RFP was to provide Eligible Entities with energy conservation and efficiency purchasing options with the maximum financial benefit, a streamlined procurement process, and pre-qualified vendors.
7. SPURR publicized issuance of the RFP and invited numerous LED industry participants to respond.
8. SPURR stated in the RFP that the pricing, terms, and conditions of any award pursuant to the RFP would be made available to Eligible Entities to allow them to purchase goods or services through SPURR as a procurement vehicle.
9. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria:
  - Price: 40%
  - Controls Experience: 15%
  - Workmanship Guaranty / Warranty: 15%
  - Size of Available Workforce: 15%
  - References and Company History: 10%
  - Insurance, Bonding, Licenses, Certifications: 5%
  - TOTAL: 100%
10. SPURR selected Vendor for an award under the RFP for the Awarded Items and entered into the SMC to evidence the award and the pricing, terms and conditions for the Awarded Items that will be made available to Eligible Entities.
11. A "Participant" is an Eligible Entity who chooses to purchase Awarded Items through the SMC. To confirm Participant's request to buy, and Vendor's agreement to sell, Awarded Items using the RFP, Participant and Vendor must complete and execute an ATO for such Awarded Items and submit that ATO to SPURR.

12. Participant and Vendor may agree on any contingencies, including funding contingencies, related to the purchase, sale, or delivery of the Awarded Items.

B. PARTICIPANT AGREES AS FOLLOWS:

1. Participant accepts the terms and conditions of the RFP and the SMC related to any Awarded Items to be purchased by Participant.
2. Participant agrees to provide any information reasonably requested by SPURR to verify Awarded Items purchased by Participant from Vendor.
3. Participant agrees that it has performed its own due diligence with respect to (a) the suitability to Participant's needs of Vendor and any Awarded Items purchased from Vendor, (b) whether applicable procurement rules, including rules internal to Participant and those imposed by statute, permit Participant to purchase through the SMC, and (c) whether purchasing through the SMC is a suitable and cost-effective method to obtain Awarded Items from Vendor.
4. Participant agrees that SPURR is not responsible for payment for any Awarded Items requested by Participant.

C. VENDOR AGREES AS FOLLOWS:

1. Vendor affirms the applicability of the terms and conditions of the RFP and the SMC to the Awarded Items referenced in this ATO.
2. Vendor agrees to promptly report to SPURR any revisions to the line item Project description attached this ATO.
3. Total Project value will include Awarded Items subject to the Administrative Fee and certain pass-through items (e.g., sales tax) not subject to the Administrative Fee. As part of its reporting obligations to SPURR under the SMC, Vendor agrees to provide SPURR with a reasonably detailed report of the Awarded Items referenced in this ATO that are subject to the Administrative Fee and any related pass-through costs that are not subject to the Administrative Fee.

**Please attach line item Project description(s), including Awarded Items, projected project start date, and payment terms. An itemized quote file may be sufficient for this purpose.**

**Please describe any contingencies (e.g., third-party approval or funding) related to purchase, sale, or delivery of the Awarded Items acceptable to Participant and Vendor.**

## SPURR RFP Summary Memo

Memo Date: February 7, 2020

Submitted by: Michael Rochman, SPURR Managing Director

SPURR Program: LED Lighting

Goods or Services Requested (Services): LED Lighting Conservation Services

SPURR and Program Background: The School Project for Utility Rate Reduction (SPURR) is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to the California Government Code's Joint Exercise of Powers Act.

SPURR aggregates purchasing power and expertise for thousands of public agency facilities across the state of California. SPURR operates procurement programs for natural gas, electricity, solar power and energy storage, electricity demand response, LED lighting, telecommunications and networking, and utilities data management and conservation.

SPURR invited experienced vendors (Vendors) to submit responsive proposals (Responses) in compliance with the specifications contained in a Request for Proposal (RFP) for the Services. The pricing, terms, and conditions of awards to one or more winning Vendors pursuant to the RFP will be set forth in a SPURR Master Contract (SMC).

**The SMC will be made available for use as a procurement vehicle by SPURR members and other "Eligible Entities," as defined in the RFP.**

Eligible Entities who choose to take advantage of such pricing, terms, and conditions are "Participants" in this program. SPURR believes that use of the SMC will be in the best interests of Participants, as the program is intended to --

- Streamline the procurement process by saving time, resources, and administrative strain that would otherwise be devoted by Participants to conducting separate solicitations.
- Drive down pricing through competitive solicitations and aggregated demand, for the benefit of Participants.
- Produce standardized and transparent pricing and improved terms and conditions of supply that may be reviewed at the start of a Participant's procurement process, so that project costs and benefits may be assessed in a timely manner.
- Equalize purchasing power for Participants that may not be able to command the best contracts for their individual purchases.
- Maintain credibility and confidence in Participant's business procedures through open competition and compliance with applicable laws and ethical business practices.
- Enable winning Vendors to save time and money and become more efficient and competitive by reducing the number and risk submitting and proposals to individual Participants and by standardizing the terms of responses. Provide Vendors who do not have other statewide contracts opportunity to reach additional agencies through uniform pricing and contracting. Enable By subjecting Vendors to competition, SPURR forces Vendors to must share some of the value of the benefits they receive with Participants.

RFP Issued: October 11, 2019

RFP Notice Publication and Methods:

- Notice posted on SPURR's website, at <https://spurr.org/announcements/>.
- Notice posted in print and online in the Sacramento Bee newspaper on October 16 and 30, 2019.
- The RFP, any Addenda, and answers to all timely-submitted questions regarding the RFP were distributed by email to over 180 industry vendors, consultants, and other contacts. Prior to the response due date, the email distribution list was updated to correct invalid email addresses (to the extent practicable) and to add any party expressing an interest in the RFP. The list of firms solicited in this manner is attached as Exhibit A.

Vendor Questions Due: October 28, 2019

Addenda Issued: Addendum #1, issued November 1, 2019, contained questions posed by interested parties and answers provided by SPURR.

Vendor Responses Due: November 15, 2019

Evaluation Criteria: SPURR evaluated all responses which complied with the terms of the RFP, using criteria set forth in the RFP. In general, SPURR evaluates RFP respondents using best value criteria, including but not limited to quality of the submitted proposals, proposed pricing, Services design and features, Vendor's experience with similar projects, team member qualifications, capability to provide quality, ongoing service to a potentially large pool of Participants over several years, financial strength, and references.

As set forth in more detail in the RFP, SPURR evaluated proposals using this scoring system:

- |   |      |
|---|------|
| • Pricing   | 40%  |
| • Controls Experience                                 | 15%  |
| • Workmanship Guarantee / Warranty                    | 15%  |
| • Size of Available Workforce                         | 15%  |
| • References and Company History                      | 10%  |
| • <u>Insurance, Bonding, Licenses, Certifications</u> | 5%   |
| • TOTAL:  | 100% |

Response Reviews and Recommended Awards: SPURR received and reviewed Responses to the RFP, as set forth on the attached Exhibit B. The scoring summary in Exhibit B specifies one or more Vendors recommended for award. Vendors recommended for award will receive a form of SMC for execution as soon as practicable.

**A SPURR award to a Vendor is not final until SPURR receives a completed and executed SMC from that Vendor.**

Administrative Fees: SPURR will receive Administrative Fees from a winning Vendor, pursuant to the RFP and the SMC. Administrative Fee rates were prescribed in the RFP, to provide a level playing field for all prospective respondents. **Administrative Fees do not constitute additional fees over and above Vendor's pricing offer, as confirmed in the SMC.**

Additional Information: Additional information regarding the RFP may be obtained upon request to SPURR, by email to [service@spurr.org](mailto:service@spurr.org).

## **Exhibit A**

### **SPURR LED RFP Email Distribution List Version Nov 14, 2019**

Row	Organization
1	AAA Solar Electric, Inc.
2	ABM Building Solutions, LLC
3	ABS
4	Access Electrical & Lighting
5	AECOM, Inc.
6	Aedis Architects
7	Aircon Energy
8	Ameresco, Inc.
9	Amerex Energy
10	American Electric Supply, Inc.
11	American GreenPower (USA) Inc.
12	American Luminaire
13	American Power Solutions
14	American Wholesale Lighting
15	AmGreen Solutions
16	AmGreen Supplies
17	Aurio Lighting Inc.
18	Aurora Lighting, LLC
19	B & K Electric Wholesale
20	B3 Industries
21	Baker Electric
22	Balfour Beatty
23	Bergelectric
24	Borrelli Engineering
25	Bottom Line Utility Solutions, Inc.
26	Bright Footprint, LLC
27	Bulbs.com Inc.
28	California Center for Sustainable Energy
29	Capitol Light
30	Carbon Lighthouse, Inc.
31	Cenergetix LLC
32	C-Energy Inc.

33	Charge Bliss, Inc.
34	City of Los Angeles
35	Clean Energy Constructors
36	Clear Blue Energy
37	Competitive Lighting and Electrical, Inc
38	Consolidated Electrical Distributors
39	Constellation NewEnergy
40	Contract Lighting
41	CRI Lighting Sales, Inc.
42	Crown Electrical
43	CSI Electric
44	Cumming Corp
45	Cupertino Electric, Inc.
46	Datatel Solutions
47	DCA Partners
48	Deco Lighting
49	Deltek
50	Desert Electric Supply
51	DWY Inc. dba ECADS-NA
52	Dynalectric San Diego
53	Eco Lighting Group
54	EcoGreen Solutions
55	EDF Renewable Energy
56	Edison-Opto
57	EDSS
58	Electric Service & Supply Co.
59	Ellipz Lighting USA
60	Emergence Technologies
61	EmpowerED
62	Enel X
63	Energy Efficiency Incentives
64	Energy Plus Wholesale Lighting & Design

65	Energy Retrofit Co.
66	Energy Ware
67	ENGIE
68	Enlighted
69	Enovity
70	Empowered Solutions
71	Enviroasis, Inc.
72	EOS Organization
73	ESSCO Electric
74	Executive Lighting & Electric
75	Express Energy
76	Facilities Solutions Group
77	FESS Energy
78	Fluoresco Lighting Services
79	Frontier Illumination LLC
80	FSG
81	FTS Lighting
82	Future Lighting Solutions
83	General Supply & Services, Inc., dba Gexpro
84	Golden Gadgets
85	GonLED
86	Grainger
87	Graybar
88	GREEN ECONOME
89	Green Technology
90	Greenskies Renewable Energy
91	Groom Energy
92	HD Supply
93	Heatron
94	IMS Info
95	Indoor Environmental Services
96	Inland Lighting Supplies
97	Inter-Pacific
98	J.C. Chang & Associates, Inc.
99	JG Service Co.
100	Kuhn & Kuhn Industrial Energy Consultant

101	Kyoto USA
102	Leadman Electronic
103	LED One Distribution, Inc.
104	Light CA
105	Lighting Technology Services, Inc.
106	Lighting Upgrade
107	LinmoreLED
108	Lockheed Martin Corporation
109	Loeb Electric
110	Los Angeles County Internal Services Dept
111	Los Angeles County Public Works
112	Lumca
113	MBS Engineering, Inc.
114	Minco Construction
115	Monterey Lighting Solutions
116	Morrow Meadows
117	mySupplier
118	Nexant
119	NexLight
120	Noresco
121	North Coast Electric Company
122	OneSource Distributors
123	Opterra
124	Ortiz LED Solutions
125	Pacific Lighting & Energy Mgmt Company
126	PacificWest Energy Solutions
127	PacWest Consulting Group
128	PCF Electric
129	Pilgrim Energy
130	Power Engineering Services, Inc.
131	Power Secure
132	PureColor LED, LLC
133	Q3, Inc
134	RA Burch Construction
135	RAY-LITE Industries, Inc.
136	RDM Electric

137	REC Solar
138	Redaptive
139	Regency Lighting
140	ReGreen Corp
141	Reliable Energy Services Corp.
142	Renewable Energy Advantage
143	Retro-Tek Energy Services
144	Rexel Energy Solutions
145	Rexel USA
146	RFsemi USA, Inc
147	Root9b Technologies
148	RTK Energy, LLC
149	RTM Lighting & Electronics, Inc
150	Salas O'Brien
151	Schneider Electric
152	Siemens Industry
153	SitelogIQ
154	Sixteen5Hundred
155	Smartwatt
156	Sol
157	Solterra Lighting, Inc.
158	Spot Lighting Supplies
159	Staples & Associates
160	Stronghold Engineering Inc.

161	Sunpark Electronics Corporation
162	SuperSystems, Inc.
163	Sylvania Lighting
164	Syserco Energy Solutions
165	Tanko Lighting
166	TEEMWorks Energy
167	Tesla
168	TESUS
169	Tetra Tech
170	The Lighting Company
171	TLH Company LLC
172	Trane Energy Services
173	Turtle & Hughes
174	US Electrical Services Inc. dba Wiedenbach Brown
175	US Energy Recovery
176	Vector Energy Group
177	Vivid Energies Corp
178	Walters Wholesale Electric Co.
179	WESCO
180	West-Lite Supply Co., Inc.
181	Westside Electric Wholesale
182	Willdan
183	Zenon LED Inc

**Exhibit B**

**Response Reviews and Recommended Awards**



# SUMMARY

Company	Consultant	Installer	Turnkey Installer	Stadium Installer	LaaS	Distributor
Alco Building Solutions	No	Yes	Yes	-	-	Yes
Baker Electric	-	Yes	-	-	-	-
C-Energy	No	No	No	-	-	No
Clear Blue Energy Corp	No	Yes	Yes	Pending	-	Yes
Contract Lighting Supply	-	-	-	-	-	Yes
Cumming	Yes	-	-	-	-	-
Facility Solutions Group	No	No	No	No	No	No
GonLED	-	-	-	Yes	-	Yes
Linmore LED	-	-	-	-	Pending	-
PLEMCo	No	No	No	-	Pending	No
Power Secure	-	-	Yes	-	-	-
Rexel Energy Solutoins	-	-	-	-	-	Yes
RTK Energy	-	-	-	-	-	No
SLS Energy Solutions	Yes	No	No	-	Pending	Yes
Staples Energy	No	No	No	-	-	No
Vector Energy Group	-	-	Yes	-	-	-

Yes	Indicates vendor to the left has been selected for a SPURR Master Contract award in above category
No	Indicates vendor to the left has not been selected for a SPURR Master Contract award in above category
Pending	Indicates vendor to the left has responded in the above category and response requires further evaluation
-	Indicates vendor to the left did not respond in the above category and was not evaluated in said category

Company	Consultant Score	Installer Score	Turnkey Installer Score	Stadium Installer Score	LaaS Score	Distributor Markup
Alco Building Solutions	65	85	88	-	-	16%
Baker Electric	-	91	-	-	-	-
C-Energy	47	62	49	-	-	23%
Clear Blue Energy Corp	83	92	91	Pending	-	16%
Contract Lighting Supply	-	-	-	-	-	16%
Cumming	93	-	-	-	-	-
Facility Solutions Group	13	31	35	3	43	18%
GonLED	-	-	-	89	-	16%
Linmore LED	-	-	-	-	Pending	-
PLEMCo	48	48	64	-	Pending	25%
Power Secure	-	-	95	-	-	-
Rexel Energy Solutoins	-	-	-	-	-	16%
RTK Energy	-	-	-	-	-	35%
SLS Energy Solutions	90	70	70	-	Pending	16%
Staples Energy	63	72	74	-	-	30%
Vector Energy Group	-	-	85	-	-	-

Project or Service

Description

**LED INSTALLATION AND ENERGY CONSERVATION SERVICES**


The School Project for Utility Rate Reduction (SPURR), a California Joint Powers Authority (JPA), published a Request for Proposal (RFP) seeking Responses from Vendors to provide LED Installation and Energy Efficiency Services. There were six categories evaluated: Consultant, Distributor, Installer, Turnkey Provider, Stadium Installer, and Lighting as a Service. Vendors were invited to respond in any or all categories.

**Vector Energy Group LLC**

Selection Criteria	Weight	Consultant	Installer	Turnkey	Stadium	LaaS	Distributor	Pre-Qualification Criteria
PRICING	40%			40				PRICING
CONTROLS EXPERIENCE	15%			10				CREDIT WORTHINESS
WORKMANSHIP GUARANTEE/WARRANTY	15%			12				DESIGN / SPECIFICATION
SIZE OF AVAILABLE WORKFORCE	15%			12				PROJECT MANAGEMENT
REFERENCES/COMPANY HISTORY	10%			7				WAREHOUSING SPACE
INSURANCE, LICENSES, CERTIFICATIONS, ETC.	5%			4				FIELD SALES TEAM
Overall Ranking	100.0%	N/A	N/A	85	N/A	N/A	N/A	
Award for Category		N/A	N/A	YES*	N/A	N/A	N/A	

**Bid Assessment Comments, if needed:**

- 1) Vector Energy is a very unique firm with strong capabilities
- 2) Strong partnership with the California Conservation Corps; this leads to aggressive labor pricing
- 3) Vendor response really only included pricing for work within capabilities of CCC
- 4) Based on unique capabilities and CCC partnership, Vector Energy could provide great value to certain SPURR Participants.
- 5) Recommend for conditional award as: Turnkey Installer (using CCC)

Approved By:   
 Title: **Michael Rochman**  
 Date: **Managing Director** 2/6/2020 (Signature)



*Client*

**Oak Park Unified School District**

5801 Conifer St.

Oak Park, CA 91377

*Project*

**Energy Conservation: LED Lighting Upgrade  
(4 schools and District Office)**

*Submitted To*

**Brendan Callahan**

Director of Bond Programs, Sustainability, Maintenance,  
and Operations

Oak Park Unified School District

April 27, 2022

# Executive Summary

Dear Brendan,

Thank you for the opportunity of providing Oak Park Unified School District with this proposal.

We understand that you are looking for a way to improve the lighting at your facilities for students and staff, not to mention the savings that an energy conservation project such as an LED lighting retrofit will generate.

Based on our research and our experience, we created the following proposal with our recommendations. You will find a project overview, our analysis of energy savings, energy usage and costs, and cost of waiting in the following pages.

Vector will retrofit the lighting fixtures at 4 campuses and the district office per *Exhibit A - Scope of Work*.

We look forward to working with you!

# Project Overview

This proposal includes:

- Retrofit of exterior and interior lighting: fixtures and lamps per scope of work (Exhibit A), including emergency fixtures
- Upgrade of existing control panel
- Material
- Prevailing wage labor
- SPURR Master Contract procurement paperwork
- Disposal/Recycling of existing equipment
- Clean up
- Lift rental
- Container for material storage
- Applicable taxes

## Project Sites

1. Medea Creek Middle School
2. Oak Park High School
3. Oak Hills Elementary
4. Brookside Elementary
5. District Office

# Project Breakdown

Total Project Cost	\$202,273
Annual Energy Savings (Avoided Costs)	\$38,892*
<b>Operating Savings Over 10 Years</b>	<b>\$382,892</b>
Simple Payback	5.2 Yrs

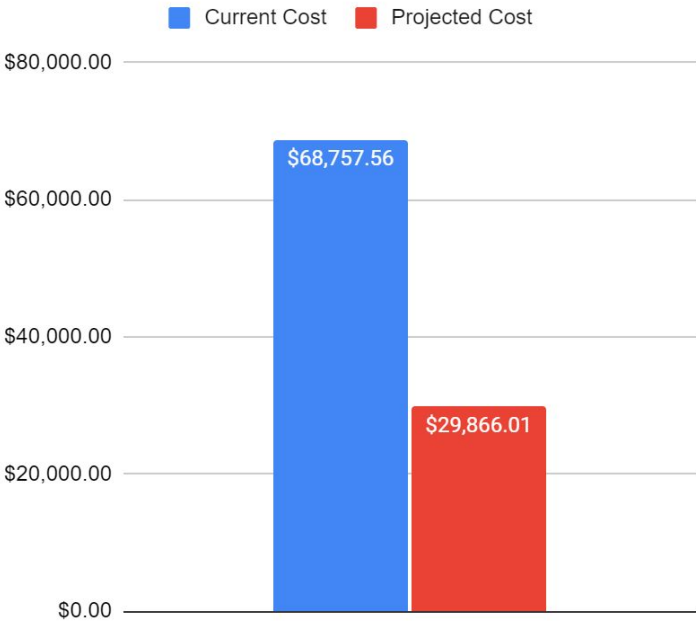
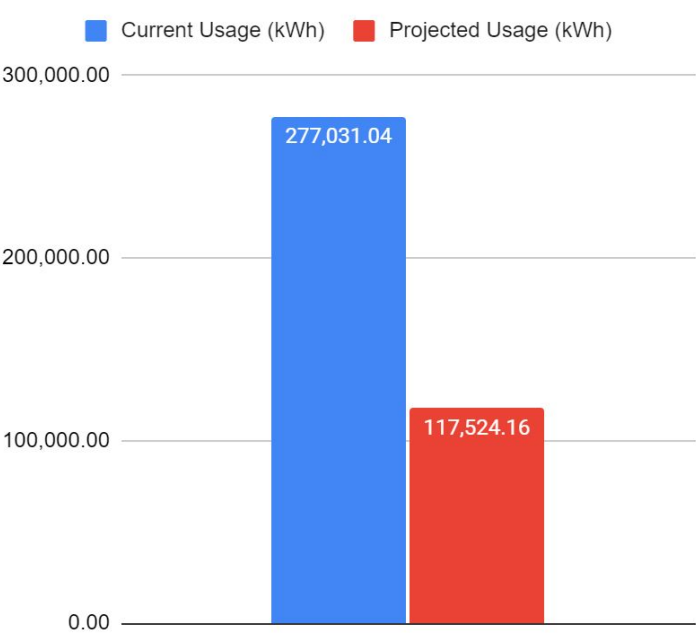
\*Revised based on SCE bills recently received.

# Energy Usage and Costs

We analyzed your current lighting energy usage and compared it with the projected energy usage derived from the LED fixtures proposed in the scope.  
Rate estimates and usage are based on the electricity bills provided and the lighting audit performed by the Vector team.

Current Usage (kWh)	Projected Usage (kWh)	Reduction (%)	Current Cost	Projected Cost	Annual Savings
277,031.04	117,524.16	57.58	\$68,757.56	\$29,866.01	\$38,891.55

## Energy Comparison



# Cost of Waiting

We understand that capital projects may take time to get approved as they have to go through a rigorous budgetary analysis. However, each day that an energy efficiency project is delayed, you miss out on the opportunity to reduce your operating costs.



Cost of waiting - Year 1	\$38,892
Cost of waiting - Year 2	\$77,783*
Cost of waiting - Year 5	\$194,458*

\*Does not account for future rate increase

## Process

After the signing of this agreement, Vector will require a board resolution to comply with SPURR and GC 4217 requirements. A template will be provided.

Vector will coordinate a work schedule with the District with minimal disruption to the day-to-day operations of the facilities. Our usual work schedule is second shift.

## Payment Terms

Vector will send an invoice for 25% of the project cost to be paid upfront, followed by progress invoices as the project continues.

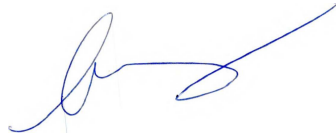
## Acceptance

If the terms of this proposal are satisfactory, please sign and date below, and email it back to us at [agancman@vectorenergygroup.com](mailto:agancman@vectorenergygroup.com) and [chiara@vectorenergygroup.com](mailto:chiara@vectorenergygroup.com).

If you have any questions, please feel free to contact me at 310-991-2017 or Chiara at 818-600-4348.

Thank you for the opportunity to present this proposal to you.

Sincerely,



Al Gancman  
President  
Vector Energy Group

ACCEPTED BY OAK PARK UNIFIED SCHOOL DISTRICT:

---

Name and Title

---

Signature

---

Date



# Terms & Conditions

- i) The projected energy and cost savings contained in this proposal are estimates based upon data obtained during the preliminary walk-through of your facility and information obtained from your staff. Vector has utilized reasonable efforts to ensure that the results predicted in this proposal are accurate. Vector disclaims any responsibility for differences between the proposal and your actual results.
- ii) The prices quoted above are good for 30 days following the submission of our proposal.
- iii) The guarantees and services provided under the scope of this agreement are conditioned upon:
  - (1) CUSTOMER operating and maintaining systems/equipment.
  - (2) CUSTOMER will provide and permit reasonable access to all areas where work is to be performed.
  - (3) CUSTOMER will ensure access to the premises to perform the services and will permit the use of existing facilities and building services.
- iv) Vector Energy Group LLC will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- v) Vector Energy Group LLC is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- vi) This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Vector Energy Group LLC.
- vii) Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- viii) Vector Energy Group LLC shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- ix) In the event either party must commence a legal action in order to enforce any rights under this contract, arbitration with a retired judge at ADR Services in Century City, CA will be the resolution mode under State of California laws and the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- x) Vector Energy Group LLC shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages.
- xi) This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- xii) Any alteration or deviation from the specifications of the project in Exhibit A involving extra costs will be executed only upon written approval from the customer and will become an extra charge over and above the estimated cost in this proposal. Any anomalies beyond the normal scope of lighting retrofits encountered during installation that necessitates the purchase of extra material and labor will also be executed only upon written approval from the customer and will become an extra charge over and above the estimated cost.

# Exhibit A - Scope of Work

Item	School	Building	Location	Notes	Height	Existing	Vector Retrofit	Fixture Description	Fixtures	Lamps/Fixture	Bulbs
1	Medea Creek Middle School			Need to convert Outlet to hardwire	18ft to 24 FT	20 high-pressure sodium 400 watts in the library	Sylvania UFOHIBA2A/100UNVD850/WH + UFOHIBA2A/PC1/90	Cylindrical MH twist lock to outlet	20	1	20
2	Medea Creek Middle School				31 FT	52 light fixtures of 6 lamp T5 for the gym can be replaced with high bay	Sylvania LNHIBA3A/255UNVD840/24W/WH	2x4 Surface Mount High Bay Fixture	52	6	312
3	Oak Park High School	Exterior	Parking Lot	Using 150W Inc Induction Lamps but want lamps to match original 400 W Lamps	26 FT	24 parking lot	Sylvania AREAFLD2A/150UNVD750/T5BZ + AREAFLD2A/POLEMOUNT/BZ	400 W Equivalent. Straight Arm. Type V	24	1	24
4	Oak Park High School	MPR	MPR		UP 22 FT	10 Clusters 4 fixtures each with 4 lamp fluorescent 40 watts + BR20	Green Creative 16PLL/840/GL/BYP	Decorative Pendant Fixture 4 Lamp PLL w 1 BR20	40	4	160
5	Oak Park High School	MPR	MPR			Emergency Wall Recessed Fixture. PLL Lamp 24 Watt	Beghelli TempestaT20	Emergency Recessed Fixture	8	1	8
6	Oak Park High School	MPR	MPR			6" Can Light 1 Lamp 32 Watt CFL	Sylvania RT6S900UNVD9SC85A	LED Can Fixture	68	1	68
7	Oak Park High School	Gym	Gym	Need to convert Outlet to hardwire. Going from 2x4 Fixture to UFO Highbay	30 FT	32 fixtures with 6 lamp 5T	Sylvania UFOHIBA2A/150UNVD850/WH	400 W Equivalent UFO	32	6	192
8	Oak Park High School	E Building	E1	1 EM		Suspended Pendant 2 Lamp T5 28W	Sylvania - LED14T5HEL48FG841BF	Ballast Bypass T5 Lamp	30	2	60
9	Oak Park High School	E Building	E2	1 EM		Suspended Pendant 2 Lamp T5 28W	Sylvania - LED14T5HEL48FG841BF	Ballast Bypass T5 Lamp	30	2	60
10	Oak Park High School	E Building	E3	1 EM		Suspended Pendant 2 Lamp T5 28W	Sylvania - LED14T5HEL48FG841BF	Ballast Bypass T5 Lamp	30	2	60
11	Oak Park High School	E Building	E4	1 EM		Suspended Pendant 2 Lamp T5 28W	Sylvania - LED14T5HEL48FG841BF	Ballast Bypass T5 Lamp	30	2	60
12	Oak Park High School	E Building	E5	1 EM		Suspended Pendant 2 Lamp T5 28W	Sylvania - LED14T5HEL48FG841BF	Ballast Bypass T5 Lamp	30	2	60
13	Oak Park High School	E Building	Workroom	1 EM		Suspended Pendant 2 Lamp T5 28W	Sylvania - LED14T5HEL48FG841BF	Ballast Bypass T5 Lamp	18	2	36
14	Oak Park High School	F Building	F1	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	25	2	50
15	Oak Park High School	F Building	Storage	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	3	2	6
16	Oak Park High School	F Building	F2	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	27	2	54
17	Oak Park High School	F Building	Hallway	3 EM		2x2 Recessed Troffer 2 Lamp PLL	ESPEN - LT40W/840-ID	Bypass Lamps	15	2	30
18	Oak Park High School	F Building	F3	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	14	2	28
19	Oak Park High School	F Building	F4	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	14	2	28
20	Oak Park High School	F Building	F5	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	14	2	28
21	Oak Park High School	F Building	F6	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	20	2	40
22	Oak Park High School	F Building	F7	3 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	14	2	28
23	Oak Park High School	F Building	F8	1 EM		Suspended Pendant 2 Lamp T8 32W	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	14	2	28
24	Oak Hills Elementary					light fixtures with 2 lamp T12 watts	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	32	2	64
25	Brookside Elementary	Exterior				Circular wall pack 2 Lamp CFL	Satco - 65-751	LED Circular Wall Pack	36	2	72
26	Oak Park High School	MPR				Old Lighting Panel	Acuity ARP INTENC48 NLT 48SPR MVOLT HLK SM DTC				

Item	School	Building	Location	Notes	Height	Existing	Vector Retrofit	Fixture Description	Fixtures	Lamps/Fixture	Bulbs
27	District Office	District Office	Superintendent office			Round Surface Mounted Can Light 2 Lamp 4 Pin CFL	Green Creative 9PLO/840/HYBM	Ballast Bypass 4 Pin	4	2	8
28	District Office	District Office	Superintendent office kitchen			1x4 Recessed Troffer 2 Lamp T8	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	1	2	2
29	District Office	District Office	Superintendent office storage			1x4 Recessed Troffer 2 Lamp T8	Sylvania - LED12T8/L48/FG/841/BF	Ballast Bypass T8 Lamp	1	2	2
30	District Office	District Office	Back Open Office			2x2 Surface Mounted 2 Lamp U Bend	Keystone - KT-LED18T8-U6GC-840-D	Ballast Bypass U Bend Lamp	4	2	8
31	District Office	District Office	Business Services			2x2 Surface Mounted 2 Lamp U Bend	Keystone - KT-LED18T8-U6GC-840-D	Ballast Bypass U Bend Lamp	4	2	8
									<b>654</b>		<b>1604</b>

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.2.i. AUTHORIZE MEASURE S PROJECT 22-09S INSTALL SECURITY FENCING OAK HILLS ELEMENTARY SCHOOL AND DELEGATE AUTHORITY TO THE SUPERINTENDENT TO AWARD RELATED CONTRACT**

ACTION

**ISSUE:** Shall the Board authorize Measure S Project 22-09S Install Security Fencing at Oak Hills Elementary School and authorize Superintendent to award related contract?

**BACKGROUND:** At its meeting on March 15, 2022, the Board approved the Measure S Framework, which also included the need to install security fencing at the front of Oak Hills Elementary School. The purpose of Measure S Project 22-09S is to install security fencing at the north and south entrances of Oak Hills Elementary School. The scope also includes a vehicle access gate, a pedestrian gate at the north entrance, and two pedestrian gates at the south entrance. This project was presented to the Safety and Security Task Force on April 27, 2022.

On May 31, 2022, a call for bids was issued to contractors holding a C-13 fencing contractor license on OPUSD's CUPCCAA list. A mandatory pre-bid job walk took place at 10:00AM on June 6, 2022 and bids were due by 2:00PM on June 10, 2022. As time is of the essence, and the Board will be in recess until its next meeting in August, it is requested that the Board delegate authority to the Superintendent to award and execute contracts. Education Code 17604 permits the Board to delegate the authority to award contracts to the Superintendent, provided that the Board ratifies or formalizes the award at a subsequent meeting. The scope of the requested authorization is as follows: 1) the award of contracts will be limited to Measure S Project 22-09S, Install Security Fencing at Oak Hills Elementary School in strict conformance with the requirements of Public Contract Code and all other applicable law; 3) proposed contracts will be reviewed by the Superintendent and staff, considering price, quality, value and needs of the District; 4) any contracts awarded shall be presented for Board ratification at its next regular meeting after the award of the contracts.

**FISCAL IMPACT:** This project will be funded through Measure S and will have a not to exceed budget of \$150,000.

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

**GOAL:** In Support of Goal 1.A. – Promote, adhere to, and whenever possible, exceed State and County health guidelines to ensure a safe environment for all students, teachers, staff, and families.

**ALTERNATIVES:**

1. Authorize Measure S Project 22-09S and delegate authority to the Superintendent to award contract for this project as specified above.
2. Do not authorize project and delegate authority.

**BOARD OF EDUCATION MEETING, JUNE 14, 2022**

Authorize Measure S Project 22-09S Install Security  
Fencing at Oak Hills Elementary School and authorize  
Superintendent to award related contract  
Page 2

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**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted:

\_\_\_\_\_  
Jeff Davis, Ed.D.  
Superintendent

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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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.2.j. AUTHORIZE MEASURE S PROJECT 22-10S FENCING PROJECT  
OAK PARK HIGH SCHOOL SOFBALL FIELD AND DELEGATE  
AUTHORITY TO THE SUPERINTENDENT TO AWARD RELATED  
CONTRACT**

ACTION

**ISSUE:** Shall the Board authorize Measure S Project 22-10S Fencing Project at Oak Park High School Softball Field and delegate authority to the Superintendent to award related contract?

**BACKGROUND:** The section of the varsity softball field at Oak Park High School, spanning from the left field foul pole to center field is need of a change in location. The reason for this change is to provide more appropriate dimensions for a high school softball field and to create additional space beyond the fence necessary to accommodate the planned beach volleyball courts. As time is of the essence, and the Board will be in recess until its next meeting in August, it is requested that the Board delegate authority to the Superintendent to award and execute contracts. Education Code 17604 permits the Board to delegate the authority to award contracts to the Superintendent, provided that the Board ratifies or formalizes the award at a subsequent meeting. The scope of the requested authorization is as follows: 1) the award of contracts will be limited to Measure S Project 22-10S, Fencing Project at Oak Park High Softball Field in strict conformance with the requirements of Public Contract Code and all other applicable law; 3) proposed contracts will be reviewed by the Superintendent and staff, considering price, quality, value and needs of the District; 4) any contracts awarded shall be presented for Board ratification at its next regular meeting after the award of the contracts.

**FISCAL IMPACT:** This project will be funded through Measure S and will have a not-to-exceed budget of \$30,000.

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

**GOAL:** In Support of Goal 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 20-10S and delegate authority to the Superintendent to award contracts for this project as specified above.
2. Do not authorize project and delegate authority.

**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, JUNE 14, 2022**  
Authorize Measure S Project 22-10S Fencing Project at  
Oak Park High School Softball Field and delegate authority  
to the Superintendent to award related contract  
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	_____	_____	_____	_____

**TO:** MEMBERS, BOARD OF EDUCATION  
**FROM:** DR. JEFF DAVIS, SUPERINTENDENT  
**DATE:** JUNE 14, 2022  
**SUBJECT:** B.2.k. APPROVE RESOLUTION OF THE BOARD OF EDUCATION OF THE OAK PARK UNIFIED SCHOOL DISTRICT AUTHORIZING USE OF A PIGGYBACK CONTRACT FOR THE PURCHASE OF TECHNOLOGY EQUIPMENT, PURSUANT TO CA PUBLIC CONTRACT CODE SECTION 20118.

ACTION

---

**ISSUE:** Shall the Board find that use of the Irvine Piggyback Contract is in the best interest of the District and approve the resolution authorizing the purchase of the Technology Equipment pursuant to California Public Contract Code Section 20118?

**BACKGROUND:** OPUSD's staff determined that a need exists for the acquisition of certain technology equipment, specifically Acer Chromebooks, (the "Equipment"), for the District's Chromebook Program. Public Contract Code Section 20118 provides that if there is a contract between a vendor and a public agency, then the governing board of any school district may authorize the purchase of equipment directly from the vendor and under the same terms, without advertising for bids, if in the district's best interest.

On December 17, 2019, Irvine Unified School District's publicly bid contract ("Piggyback Contract") for Bid No. 19/20-01 IT, Technological Equipment and Peripherals, was awarded to the lowest responsive and responsible bidder, CDW Government, LLC., ("Contractor"). Exhibit A as referenced in the resolution is available at this link: <https://bit.ly/3xpaEGu>.

District staff has evaluated its options for procurement of the Equipment and has identified that use of the Piggyback Contract with Contractor is in the best interest of the District for this procurement and is consistent with District's procurement policies and regulations.

District staff has further determined that Contractor is able to supply the District with the Equipment, under the same terms and conditions as the Piggyback Contract. Additionally, Distributor's proposal to the District for purchase of the Equipment pursuant to the Piggyback Contract, in accordance with Public Contract Code section 20118, is in the best interests of the District because it allows the District to take advantage of the competitively procured pricing.

**FISCAL IMPACT:** The cost for this purchase is \$425,368, which is included in the 2022-23 operating budget.

**BOARD POLICY:** Pursuant to Board Policy 3311 Bids - When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase any personal property to the extent authorized by law.

**GOAL:** In Support of Goal 6.e. – to ensure sufficient funding for the Technology Master Plan.



**BOARD OF EDUCATION MEETING, JUNE 14, 2022**

Approve resolution of the board of education of OPUSD authorizing use of a piggyback contract for the purchase of technology equipment, pursuant to ca public contract code section 20118.

Page 2

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**ALTERNATIVES:**

1. Approve Resolution #2022-11. Find that use of the Piggyback Contract is in the best interest of the District and approve the purchase of the Technology Equipment pursuant to California Public Contract Code Section 20118
2. Do not approve.

**RECOMMENDATION:** Alternative No.1

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

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	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 2022-11**

**AUTHORIZING USE OF A PIGGYBACK CONTRACT FOR THE PURCHASE OF  
TECHNOLOGY EQUIPMENT, PURSUANT TO CALIFORNIA PUBLIC CONTRACT  
CODE SECTION 20118**

**WHEREAS**, the Oak Park Unified School District (“District”) is a California public school district;

**WHEREAS**, the District's Board of Education (“Board”) has determined that a need exists for the acquisition of certain technology equipment, particularly Acer Chromebooks, (the "Equipment"), for the District's Chromebook Program;

**WHEREAS**, while the District desires that the most up to date technological equipment, as well as software and hardware be made available for use by District students, staff, and faculty, the District must take into consideration cost-effective options for obtaining such technology;

**WHEREAS**, Public Contract Code Section 20111 typically requires awarding a contract for the procurement of equipment exceeding \$99,100 (effective January 1, 2022) to the lowest bidder, with exceptions for certain alternative procurement procedures;

**WHEREAS**, Public Contract Code Section 20118 provides that if there is a contract between a vendor and a public agency, then the governing board of any school district may authorize the purchase of equipment directly from the vendor and under the same terms, without advertising for bids, if the existing contract otherwise complies with California law and the use of the existing contract is in the District's best interests;

**WHEREAS**, on December 17, 2019, Irvine Unified School District's publicly bid contract (“Piggyback Contract”) for Bid No. 19/20-01 IT, Technological Equipment and Peripherals, was awarded to the lowest responsive and responsible bidder, CDW Government, LLC., ("Contractor");

**WHEREAS**, the Piggyback Contract includes a Piggyback Clause, thereby permitting all eligible public entities to use the Piggyback Contract pursuant to Public Contract Code Section 20118;

**WHEREAS**, District staff has evaluated various options for procurement of the Equipment and has identified the Piggyback Contract, which is attached as Exhibit A, as the most cost effective, efficient option;

**WHEREAS**, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

**WHEREAS**, the District desires to delegate to the Superintendent, and/or his designee, the authority to finalize, execute, and deliver the documents necessary to acquire the Equipment.

**NOW, THEREFORE, BE IT RESOLVED** that the recitals above are true and correct.

**BE IT FURTHER RESOLVED** that the Board finds and determines that the proposed acquisition of the Equipment via the Piggyback Contract is in the best interests of the District.

**BE IT FURTHER RESOLVED** that the Board authorizes the Superintendent, or his designee, to acquire the Equipment on substantially the same terms as the Piggyback Contract attached hereto.

**BE IT FURTHER RESOLVED** that the Superintendent, and/or his designee, is authorized and directed to do any and all things to give effect to this Resolution and complete the transaction, including, but not limited to, executing and delivering any and all documents, as necessary.

**BE IT FURTHER RESOLVED** that this Resolution shall be effective as of the date of its adoption.

**APPROVED, PASSED AND ADOPTED** by the Board of Education of the Oak Park Unified School District, Ventura County, California, on June 14, 2022, at a duly noticed, regularly scheduled meeting by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

I, Denise Helfstein, Clerk of the Board of Education of the Oak Park Unified School District, hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the Board of Trustees on June 14, 2022.

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

Certified a True Copy:

\_\_\_\_\_  
Clerk, of the Governing Board  
Oak Park Unified School District

\_\_\_\_\_  
President of the Governing Board  
Oak Park Unified School District

# QUOTE CONFIRMATION



DEAR ENOCH KWOK,


Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.  
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MVFB304	6/10/2022	ACER R853T CHROME W/CASO	2722101	\$82,400.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Google Chrome Education Upgrade</a> Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	800	5988499	\$34.00	\$27,200.00
<a href="#">Acer - extended service agreement (extension) - 2 years - 2nd 3rd year</a> Mfg. Part#: W2.WN1AA.271 Electronic distribution - NO MEDIA MJP service cost includes the pickup and re-delivery of warranty claim devices. Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	800	5874449	\$55.00	\$44,000.00
<a href="#">INSTALL-NEW SITE</a> Mfg. Part#: INSTALL REQUESTED MJP White Glove services with Pick Up and Delivery Service Contract: MARKET	800	3573044	\$14.00	\$11,200.00
<a href="#">AIT K12 CHROME GOPHER PREMIUM S</a> Mfg. Part#: AIT-GCP-1002-C00 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	1	6879268	\$0.00	\$0.00
<a href="#">AIT K12 ONLY NA COLLABORATIVE S</a> Mfg. Part#: AIT-COL-1002-C00 Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	1	6664055	\$0.00	\$0.00
<a href="#">GOOGLE APPS ENTERPRISE FTE 12M EDU</a> Mfg. Part#: GAPPS-ENT-FTE-12MO-EDU Electronic distribution - NO MEDIA Contract: California NVP Software (ADSP016-130652 7-16-70-37)	440	6172512	\$0.00	\$0.00
<a href="#">G Suite by Google Cloud Enterprise for Education - subscription license (1</a> Mfg. Part#: GAPPS-ENT-1USER-12MO-EDU Electronic distribution - NO MEDIA Contract: California NVP Software (ADSP016-130652 7-16-70-37)	4400	6172514	\$0.00	\$0.00

PURCHASER BILLING INFO	SUBTOTAL	\$82,400.00
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<b>Billing Address:</b> OAK PARK UNIFIED SCHOOL DISTRICT ACCTS PAYABLE 5801 CONIFER ST OAK PARK, CA 91377-1000 <b>Phone:</b> (818) 735-3212 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$82,400.00</b>
<b>DELIVER TO</b>	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>Shipping Address:</b> OAK PARK UNIFIED SCHOOL DISTRICT ENOCH KWOK 5801 CONIFER ST OAK PARK, CA 91377-1000 <b>Phone:</b> (818) 735-3212 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Anthony Dierickx	(866) 253-1092	anthdie@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
<b>\$82,400.00</b>	<b>\$2,209.14/Month</b>	<b>\$82,400.00</b>	<b>\$2,551.93/Month</b>

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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# QUOTE CONFIRMATION



DEAR ENOCH KWOK,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.  
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MVFB336	6/10/2022	ACER R853T CHROME W/CASO	2722101	<b>\$342,968.00</b>

## IMPORTANT - PLEASE READ

Fees applied to item(s): 6762550

## QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Acer Chromebook Spin 512 R853TNA - 12" - Celeron N5100 - 4 GB RAM - 32 GB e</a> Mfg. Part#: NX.AZHAA.001 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	800	6762550	\$396.00	\$316,800.00

## RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>RECYCLING FEE 4" TO LESS THAN 15"</b> Fee Applied to Item: 6762550	800	654809	\$4.00	\$3,200.00

PURCHASER BILLING INFO	SUBTOTAL	\$316,800.00
<b>Billing Address:</b> OAK PARK UNIFIED SCHOOL DISTRICT ACCTS PAYABLE 5801 CONIFER ST OAK PARK, CA 91377-1000 <b>Phone:</b> (818) 735-3212 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	RECYCLING FEE	\$3,200.00
	SALES TAX	\$22,968.00
	GRAND TOTAL	<b>\$342,968.00</b>
DELIVER TO	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>Shipping Address:</b> OAK PARK UNIFIED SCHOOL DISTRICT ENOCH KWOK 5801 CONIFER ST OAK PARK, CA 91377-1000 <b>Phone:</b> (818) 735-3212 <b>Shipping Method:</b> UPS Freight LTL, Special Services		

## Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Anthony Dierickx

(866) 253-1092

anthdie@cdwg.com

## LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$320,000.00	\$8,492.80/Month	\$320,000.00	\$9,833.60/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

#### Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

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This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.2.1. APPROVE ACCEPTANCE OF DONATIONS**

ACTION

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

**BACKGROUND:** The following donations have been made to the District:

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

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

**GOAL:** N/A

**RECOMMENDATION:** Accept the donation with thanks.

Respectfully submitted,

\_\_\_\_\_  
Jeff Davis, Ed.D.  
Superintendent

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

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

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.3.a. APPROVE THE UNIVERSAL PRE-KINDERGARTEN (PRE-K) PLAN ACTION**

---

**ISSUE:** Shall the Board approve the Universal Pre-Kindergarten Plan?

**BACKGROUND:** The Universal Prekindergarten Planning (UPK) & Implementation Grant is a state early learning planning and capacity building initiative with the goal of expanding access for preschool-age students to prekindergarten programs at local educational agencies (LEAs). Grant funds may pay for costs associated with creating or expanding California state preschool programs or transitional kindergarten programs. The UPK Plan includes strategies for supporting students and teachers in grades DK-2 to ensure a continuum of early learning. Funds from the Implementation grant will also be used to provide professional development for teachers, align curriculum, and purchase instructional materials and classroom supplies for expanded Discovery Kindergarten enrollment. The District's draft of the Universal Pre-Kindergarten Plan was presented at the June 7, 2022 Special Board of Education Meeting, no changes have been made to the draft that was presented at the June 7<sup>th</sup> meeting.

**FISCAL IMPACT:** One time funding of \$131,528 from the state to be spent by June 30, 2024. The funding will be included in the adopted 2022-2023 Budget.

**BOARD POLICY:** Pursuant to Board Policy 6170.1- Transitional Kindergarten- The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills needed to succeed in kindergarten and beyond.

**GOAL:** In support of OPUSD Goals: Goal 6. Use resources responsibly to maintain a balanced budget this year and in subsequent years.  
Goal 6a. Continue to explore ways to attract and retain students from Oak Park to address the trend of declining enrollment.

**ALTERNATIVES:** 1. Approve the Universal Pre-Kindergarten Plan.  
2. Do not approve the Universal Pre-Kindergarten Plan.

**RECOMMENDATION:** Alternative #1

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

Respectfully submitted,

---

Jeff Davis Ed.D.,  
Superintendent

**BOARD OF EDUCATION MEETING, JUNE 14, 2022**

Approve the Universal Pre-Kindergarten Plan

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	_____	_____	_____	_____

# Universal Prekindergarten Planning and Implementation Grant Program – Planning Template

A Resource for Local Educational Agencies  
Released – December 17, 2021

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## **Universal Prekindergarten in California**

Decades of research demonstrate that an early and strong foundation for learning matters. Children who have effective learning opportunities before kindergarten have an advantage in school and in life over children who do not, especially children with adverse childhood experiences. Children who attend quality preschool programs are more prepared for school in terms of their early literacy, language, and math skills, their executive function, and social emotional development. In some cases, preschool participants are less likely to be identified for special education services or to be held back in elementary school than children who do not attend developmentally-informed preschool programs that include strong educational components.

California is poised to realize universal prekindergarten (UPK) for all four-year-old children, and to expand services for three-year-old children through bold leadership and the unprecedented investments in the Budget Act of 2021, including universal transitional kindergarten (UTK) and expansion of the California State Preschool Program (CSPP).

The tumult of the COVID-19 pandemic accelerated a call to action to ensure a strong educational foundation for all children, emphasizing the critical role of our education system in supporting children and families' needs and how local flexibility fuels community capacity to meet their needs. California's leaders responded with historic investments in family support, child development and care, and education. Yet, as the Master Plan for Early Learning and Care highlights, realizing the promise of early childhood investments will require all partners—across early learning and care, early education, elementary education, and expanded learning and extended care communities—to work together to create a stronger system designed to meet the needs of the whole child.

### **The California Universal Prekindergarten Planning and Implementation Grant Program – Overview**

California seeks to set children on a trajectory of lifelong success by investing in early and equitable learning experiences, including infant and toddler supports, such as family leave and access to infant and toddler care, universal preschool for all four-year-old children, and enhanced educational experiences across an aligned preschool to third grade system.

The 2021–22 State Budget package established the UPK Planning and Implementation Grant Program as a state early learning initiative with the goal of expanding access to prekindergarten programs at local educational agencies (LEAs). This grant program provides \$200 million for the California Department of Education (CDE) to allocate directly to LEAs based on a statutory formula to support planning and implementation costs associated with expanding prekindergarten options, such as universally-available transitional kindergarten (TK), CSPP, and Head Start for eligible students, and other local and community-based partnerships. It is important for LEAs to include partners such as CSPP, Head Start, and other early learning and care providers in the co-creation of the local plan. Engaging all partners in the community will enhance resources for families and children and fully utilize and coordinate available resources, including facilities, staff, and funding.

Under the provisions of California Education Code (EC) Section 8281.5, grant funds are allocated to school districts, charter schools, and county offices of education (COEs) with kindergarten enrollment in specific years, according to a specified formula. In addition, funds are allocated to COEs to support countywide planning and capacity building around UPK.

Grant funds may be used for costs associated with creating or expanding CSPP or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the LEA, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year-old children. Allowable costs include, but are not limited to: (1) planning costs, (2) hiring and recruitment costs, (3) staff training and professional development, (4) classroom materials, and (5) supplies.

As a condition of receiving grant funds, state law requires each LEA to create a plan articulating,

how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the After-School Education and Safety Program, the California state preschool program, Head Start programs, and other community-based early learning and care programs (EC Section 8281.5).

Under state law, the plan must be developed for consideration by the LEA's governing board or body at a public meeting on or before June 30, 2022, after which the LEA must provide data, as specified by the State Superintendent of Public Instruction, to the CDE. The CDE must encumber funds by June 30, 2024. LEAs will have until June 30, 2025, to use the funds.

In addition, the 2021–22 State Budget also established the Expanded Learning Opportunities Program (ELO-P). The intent of the program is that all LEAs offer all unduplicated students in classroom-based instructional programs access to comprehensive afterschool and intersessional expanded learning opportunities. The ELO-P requires LEAs to offer in-person before or after-school expanded learning opportunities that, when added to the core instructional day, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day (EC Section 46120).

In 2021–22, all LEAs must offer all TK through sixth grade (TK–6) classroom-based, unduplicated pupils an ELO-P and provide access to 50 percent of TK–6 enrolled, classroom-based, unduplicated pupils. Commencing in 2022–23, as a condition of apportionment, LEAs with an Unduplicated Pupil Percentage (UPP) at or above 80 percent must offer an ELO-P to all TK–6 classroom-based pupils and provide access to all TK–6 classroom-based pupils upon parent or guardian request. LEAs with an UPP below 80 percent must offer an expanded learning opportunity to all TK–6 classroom-based, unduplicated pupils and provide access to 50 percent of TK–6 enrolled classroom-based, unduplicated pupils. LEAs receiving ELO-P funding must meet all TK–6 requirements, which include, but are not limited to, offering a minimum of a nine-hour day for students TK–6 during the school year, providing pupil access, and offering 30 non-school days of programming, such as during summer and intersession periods.

Summer and intersession programming are also offered through many other early learning programs such as CSPP, Head Start, and early learning and care providers. Sharing costs, staff, and resources can support implementation of TK that provides for full-day supports while also meeting parental needs and supporting parental choice of program and setting type. LEAs should consider how these services will be offered as part of their UPK Plan. For key definitions related to UPK in California, see Appendix I.

### **Planning Template Purpose**

The UPK Planning Template has been created to: (1) offer planning questions for LEA consideration in developing comprehensive plans for UPK that meet community and family needs, and (2) outline the data that will be required for submission to the CDE to meet the requirements of EC Section 8281.5.

This template includes recommended and required planning questions. Collectively, the recommended and required questions form a set of core planning questions the CDE believes are critical to supporting the development of a comprehensive, responsive, and community-centered UPK Plan.

- Recommended Questions: LEAs are highly encouraged to incorporate answers to these questions in their UPK Plans. Responses to these questions are not required for submission to the CDE but do support more holistic planning that meets the intent of these funds.
- Required questions: LEAs will be required to answer the required data questions outlined in this template in a survey that will be issued by the CDE following the June 30, 2022, deadline for LEAs to present their plans to their governing boards.

The CDE will be collecting information on the answers to the required questions after July 30, 2022, in a survey. This will allow the CDE to learn about how LEAs are planning to implement UPK, and to identify what additional support may be needed to help LEAs as they move along the implementation process.

The questions required for submission to the CDE should be answered based on what the LEA plans to implement in the 2022–23 school year. However, the CDE encourages that LEAs, when developing their UPK Plan for consideration by their local governing board, look beyond the first year of implementation and lay the foundation for the full implementation period. The CDE also encourages LEAs to look to their Local Control and Accountability Plans (LCAPs) to identify where their LCAPs already include relevant opportunities for alignment, and to consider the results of the UPK planning and implementation efforts as it pertains to future updates to their LCAPs.

The UPK Planning Template is organized as follows:

1. Self-Certification
2. Projected Enrollment and Needs Assessment
3. Focus Area Planning
  - a. Vision and Coherence
  - b. Community Engagement and Partnerships
  - c. Workforce Recruitment and Professional Learning
  - d. Curriculum, Instruction, and Assessment
  - e. LEA Facilities, Services, and Operations
4. Technical Assistance Questions

The CDE encourages COEs to use this template as a guide for developing their own plans for how they will support the districts in their county to assess options, make decisions, and construct a plan that includes the required questions and considers the recommended questions found in this template.

### **Accompanying Guidance**

To help introduce LEA leaders to early education concepts, agencies, and structures, the CDE will release an accompanying Guidance Document in early 2022, that will include information on the following:

1. Local LEA indirect service agencies and partners (for example, child care local planning council [LPC], Resource and Referral program [R&R], Alternative Payment Program [APP]);
2. Allowable ways to layer funding sources and programs to achieve full-day programming for four-year-old children;
3. Requirements for TK and early education facilities;
4. UPK workforce requirements for CSPP and TK educators, including the Early Learning Career Lattice, Commission on Teacher Credentialing (CTC) Child Development Teacher Permit information, information on the Multiple Subject Teaching Credential requirements, and TK educator professional learning;
5. Other available resources for UPK Implementation:
  - a. Workforce development grants and funds that can be accessed to help candidates obtain early education and TK qualifications (for example, federal stimulus funds, Educator Effectiveness Block Grant, and others);
  - b. Funding sources that can be utilized for facilities;
  - c. Funding sources that can be utilized for extended learning and care;
6. Research on the importance of participating in quality early education and research demonstrating the long-term impact on attendance, behavior, graduation rates, and academic and career success; and
7. Other resources aligned with the questions presented in the UPK Planning Template.

Additionally, the CDE will work with partners to ensure the release of additional information and technical assistance in the form of guidance, resources, tools, and regularly-scheduled webinars. Topics will include workforce, support for multilingual learners, and inclusive early education practices, among others.

### **Directions, Timeline, and Suggested Planning Process**

LEAs are encouraged to use this template to fulfill the EC Section 8281.5 requirement to create a UPK Plan that articulates how the LEA will facilitate access to full-day learning for all children the year before kindergarten, including their partnerships with CSPP, Head Start, other preschool partners, and extended learning and care partners. The CDE will



disseminate a survey to collect responses to the required questions in this template following the June 30, 2022, deadline for presenting plans to the local governing board.

The CDE recommends the following process and timeline after the release of this UPK Planning Template in December 2021:

1. LEAs convene a planning team, including staff from the early learning department and Head Start (if these exist), curriculum and instruction, student programs, workforce and human resources (HR), business services, special education, multilingual education, expanded and after-school learning, and facilities.
2. The CDE, along with partners, will release guidance, resources, and additional information to support LEAs in the development of their UPK plan. LEAs should review this guidance as part of their planning process, and COEs should use the guidance to inform the support they offer to LEAs.
3. COEs develop plans for how they will support LEAs in their county to assess options, make decisions, and construct plans that address the required questions and consider the recommended questions found in this template. COEs should communicate with the LEAs in their county about the types of information, resources, and technical assistance the COE is able to offer to support the UPK planning process.
4. LEAs conduct outreach and engagement activities with local R&Rs, LPCs, and existing extended learning and care providers including early learning and child care providers operating within the LEA's enrollment attendance boundary.
5. LEAs convene a public engagement process to gather input and perspectives to inform the plan. This engagement process should include parents, early learning communities (including CSPP, Head Start, and the Head Start Policy Council), and expanded learning communities (including the After-School Education and Safety [ASES] Program). To ensure meaningful engagement, the CDE recommends LEAs complete this by March 1, 2022.
6. If the LEA wants technical assistance from their COE, the CDE recommends LEAs submit a draft of the UPK Plan to their COE for review by April 15, 2022.
7. Planning teams meet with the COE to discuss the LEA's draft, including local constituency input, by June 1, 2022.
8. Planning teams present a draft plan to the school board by June 30, 2022.
9. The plan shall demonstrate how families will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the ASES Program, CSPP, Head Start programs, and other community-based early learning and care programs.

Following the presentation of the plan to the LEA's school board, the LEA shall respond to the CDE's subsequent requests for information no later than July 31, 2022.

## Key Considerations

### Transitional Kindergarten Implementation Timeline

As a condition of receipt of apportionment, school districts and charter schools must implement universally available TK for all four-year-old children by 2025–26 (EC 48000[c][1]). LEAs are encouraged to consider how this implementation timeline will impact elements of their UPK Plan, including whether implementing UTK on a fast timeline will allow the LEA to reach economies of scale with regard to the number of classrooms and TK teachers needed. The table below illustrates the UTK implementation timeline, including eligibility and ratios.

**Table: TK Eligibility, Ratio, and Class Size Requirements by Fiscal Year**

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
<b>Eligibility</b>	Turn five between September 2 and December 2; at district discretion,	Turn five between September 2 and February 2; at district discretion,	Turn five between September 2 and April 2; at district discretion, turn	Turn five between September 2 and June 2; at district discretion, turn	Turn four by September 1

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
	turn five between December 3 and the end of the school year	turn five between February 3 and the end of the school year	five between April 3 and the end of the school year	five between June 3 and the end of the school year	
<b>Ratios</b>	Not specified	1:12	1:10**	1:10**	1:10**
<b>Class Size</b>	24	24	24	24	24

\* average class size across the school site

\*\* Subject to future legislative appropriation

### Supporting a Preschool through Third Grade Continuum

The CDE recently launched a Preschool through Third Grade (P–3) Alignment Initiative rooted in research that suggests the gaps in children’s opportunities and learning outcomes demand system-level reform at the state, county, district, school, and community level. Through this work, the CDE hopes to disrupt inequities, address bias, and promote equitable opportunities for California’s early learners. UPK implementation presents a critical opportunity to strengthen P–3 alignment, as a means of sustaining and accelerating the improved child outcomes associated with high-quality, early learning experiences.

To ensure the LEA’s plan is aligned with the vision of a P–3 continuum, the development team for the LEA UPK Plan (for which this document is a template) should include staff from the early education department (if there is one), curriculum and instruction, student programs, workforce, HR, business services, special education, multilingual education, expanded learning and afterschool, and facilities. Furthermore, to create a strong UPK system that meets families’ needs, the voices and choices of parents should be centered. Furthermore, LEAs should conduct outreach to the early learning and care providers that operate within the zip codes that the LEA serves to include them in informing the development of the LEA’s UPK Plan.

As a best practice, the CDE recommends LEAs convene a public engagement process to gather input and perspectives to inform the plan by March 1, 2022. This engagement process should include parents, early education communities (including CSPP and Head Start), expanded learning communities (including the ASES Program), and early learning and care (including center- and home-based child care) in order to gather information from impacted communities to inform the development of this plan.

### Full-Day, Extended Learning and Care

State law does not require LEAs to operate a TK program that offers full-day early learning to all children the year before kindergarten; however LEAs must articulate how they plan to offer full-day, early learning programming to all students, and how they are partnering or plan to partner with other programs, such as those listed in the statute, to ensure that every child has access to extended learning and care that, combined, equates to a full-day of programming that meets the community’s needs.

Additionally, starting in the 2022–23 school year, LEAs receiving ELO-P funding must offer nine hours of combined instructional time and expanded learning opportunities per instructional day to all unduplicated children enrolled in TK and at least 30 intersession days; however, LEAs are not required to exclusively use ELO-P funding to meet the requirement. LEAs can instead partner with Head Start, CSPP, ASES, or other community-based child care programs to fund and provide the additional extended learning and care hours needed to reach nine hours. (EC Section 46120). This would allow the LEA to use ELO-P funds to provide additional service hours or services for additional children.

### **Creating Joint or Aligned Plans**

LEAs are permitted to partner in creating a joint UPK Plan and may submit the same plan for multiple LEAs. Small and rural LEAs serving similar communities, especially those with low TK or kindergarten average daily attendance (ADA), are strongly encouraged to consider creating a joint UPK Plan which includes non-district learning programs serving four-year-old children. LEAs are also encouraged to consider partnering with other nearby LEAs to submit a joint UPK Plan or with their COE to create a single, countywide plan. These joint plans should be developed in conjunction with CSPP, Head Start, other preschool programs, and early learning and care providers.

## UPK Planning Template Self-Certification

In the data collection survey submitted to the CDE, LEAs must self-certify they developed a plan that was presented for consideration by the governing board or body at a public meeting on or before June 30, 2022, for how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

1. Please complete the following table:

LEA Name	Contact Name and Title of the Individual Self-Certifying the Statement Above	Email	Phone
Oak Park Unified School District	Jennifer Golden Director of Early Childhood Education	jgolden@opusd.org	

2. Did the LEA develop a joint plan with multiple LEAs (for example, multiple small and rural LEAs serving similar communities or countywide plans developed with support of the COE for all LEAs in the county)? [select one]

No

3. If the LEA answered Yes to Question 2, what other LEAs are part of this joint plan?

## Projected Enrollment and Needs Assessment Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. What do existing data sources indicate about parental needs and preferences related to early learning and care programs for three- and four-year-old children in the LEAs attendance area? (LEAs are encouraged to work with local early learning and care partners such as CSPP, Head Start programs, LPCs, R&Rs, and APPs, and utilize data sources such as LPC Needs Assessment data, Head Start Needs Assessments, and so on)
2. Using the projected TK enrollment for the LEA provided by the CDE, make modifications to the LEA's TK student estimates and make cumulative facilities and staffing estimates needed each year from school year 2022–23 to 2025–26. Complete the following tables.

**Table: Projected Student Enrollment**

Type of Student	2019–20	Current (TK-eligible children turn five between September 2 and December 2, inclusive)	2022–23 (TK-eligible children turn five between September 2 and February 2, inclusive)	2023–24 (TK-eligible children turn five between September 2 and April 2, inclusive) <sup>4</sup>	2024–25 (TK-eligible children turn five between September 2 and June 2, inclusive)	2025–26 (TK-eligible children turn four by September 1)
TK Students						
CSPP (if applicable)						

**Table: Facilities Estimates (Cumulative)**

Type of Facility	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK Classrooms						
CSPP Classrooms						
Head Start or Other Early Learning and Care Classrooms						

**Table: Staffing Estimates (Cumulative)**

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK Teacher's Assistants						
CSPP (if applicable)						

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
Other CSPP Classroom Staff (if applicable)						
Early Education District-level staffing (if applicable)						

3. As part of the ELO-P requirements, EC Section 8281.5 requires LEAs to offer or partner in offering in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day, including through partnerships with the LEA’s expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

Consider your estimated number of TK students. Estimate the number of TK students that will utilize extended learning and care services in addition to the TK instructional minutes. Then, working with local early learning and care and expanded learning partners, estimate the number of slots available for TK students in the following programs:

**Table: Projected Number of TK Students Utilizing Extended Learning and Care**

2019–20	Current	2022–23	2023–24	2024–25	2025–26

**Table: Projected Number of Slots Available for TK Students**

Slot Type	2019–20	Current	2022–23	2023–24	2024–25	2025–26
Head Start						
ASES Program/ELO-P						

### Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

There are no required questions in this section.

## Focus Area A: Vision and Coherence

In order to provide equity of access for all students and their families, it is vital for the LEA, in partnership with early learning and care programs, to develop a coherent educational system that begins with UPK, includes access to TK and other options for all four-year-old children, and provides nine hours of programming per day through a combination of instructional time and extended learning and care opportunities for those families who choose this option.

In planning for UPK, consider how the LEA's administrative structure will support school leadership in building connections between them and expanded learning programs as well as early learning and care programs (CSPP, Head Start, other subsidized or privately administered preschool and child care programs) to provide UPK programming and before school and after-school, intersession, and summer learning and care.

### Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. What is the LEA's vision for UPK?

As the Master Plan for Early Learning and Care highlights, realizing the promise of early childhood investments will require all partners—across early learning and care, early education, elementary education, and expanded learning and extended care communities—to work together to create a stronger system designed to meet the needs of the whole child. OPUUSD partners with Oak Park Neighborhood School to provide general education, inclusive preschool classes for students with disabilities.

2. In addition to TK, what service delivery models will be integrated to offer UPK programming, including the nine hours of total extended learning and care programming around the TK instructional time for families that opt in? In developing this component of the plan, LEAs should include partners such as CSPP, Head Start, and other early learning and care providers to ensure local services and funding are maximized and coordinated in response to parental needs and choice.

Club Oak Park is the district-operated before and after school program. Parents of TK students may utilize Club Oak Park to extend the school day and provide 9-hours of care. ELO-P funds have been designated to avail Club Oak Park to families who qualify for free/reduced lunch.

3. Describe the planned administrative structure that will support and monitor the UPK program and facilitate connections with the ELO-P as well as non-LEA-administered early learning and care programs that will support the extended learning components of UPK.

OPUUSD has created a new position, Director of Early Childhood Education; this district administrator will oversee Oak Park Neighborhood School, as well as support and monitor the UPK program and liaison with the ELO-P and local preschools and care programs. UPK will also be supported by business services, maintenance and operations, curriculum and instruction, and human resources departments, to ensure that the UTK and UPK programs are adequately supported with district resources.

4. Identify and assign each individual that will be responsible for key functions pertaining to implementing UPK (for example, academic or educational services, early childhood, facilities, human resources and labor, special education, English learner or multilingual programs, partnerships, including early learning and care and ELO-P, assessment and data collection, professional learning, workforce recruitment and preparation support, or others).

Director of Early Childhood Education, Director of Curriculum and Instruction, Assistant Superintendent of Human Resources, Director of Pupil Services, Site Principals, Assistant Superintendent of Business Services, Director of Sustainability, Maintenance and Operations, and Bond Programs, Student Data Specialist, and Administrative Assistants for Human Resources

5. Identify how UPK leadership will be integrated in the decision-making process at the executive or cabinet level.

Each of the Directors indicated above participate in regular District Leadership and/or Cabinet meetings, which allows regular opportunities for input to decision-making and communication, thus allowing flow of information between the Superintendent/executive cabinet, pertinent district staff, parents, and community partners.

6. Describe how the LEA's proposed UPK model will be integrated with the district's LCAP.

Goal 1 in OPUSD's LCAP focuses on our Climate of Care and educating the whole child. OPUSD's UTK program supports this goal by offering a program that is developmentally appropriate, focused on social emotional learning, and prepares our youngest learners for kindergarten and beyond.

7. Describe how the LEA plans to ensure the inclusion of students with disabilities in UPK classrooms and who will be involved in the process.

The district works closely with parents and Regional Center in regard to child find/preschool referrals. Regional Center staff are involved and invited to all IEPs for Regional Center clients. OPUSD has included students with disabilities in Oak Park Neighborhood School for the past 18 years (inclusive, general education classrooms - we do not operate SDCs within our district). These students are supported by a robust special education team who partner with the general education staff to ensure that each student's unique needs are addressed. Similarly, students with disabilities have been included in our Transitional Kindergarten classrooms since the inception of this program in 2018. Teams conduct Transition-to-Kindergarten assessments for all students with disabilities who transition to TK; teams from our preschool and our receiving TK program both attend the Transition-to-Kindergarten IEPs and closely consult throughout the transition.

8. Describe how the LEA plans to support sites in building connections between them and ELO-P, as well as early learning and care partners.

The district plans to support sites in building connections between them and ELO-P by continued collaboration with Club Oak Park, the district-run program that provides before-care, after-care, and summer programs for students in grades TK-8. As noted above, the district partners with Oak Park Neighborhood School (preschool), which is on one of our elementary campuses. We encourage site leadership to network, connect, and continue to build relationships with the two preschools within our district boundaries.

### Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Which of the following model(s) of service delivery does the LEA plan to implement for UPK for all four-year-old children, including classes fully inclusive of children with disabilities, to provide access to the least restrictive environment for learning? [select all that apply]

TK offered at all sites

2. Does the LEA plan to implement full-day TK, part-day TK, or both? [select one]

Full Day TK

3. Describe how the model(s) of service delivery selected in the preceding two questions will be implemented across the LEA's sites and why.

Full-day TK will be offered across all of our elementary sites, as is currently the case. The district supports access to TK at the site at which a student will continue on in elementary school, as long as enrollment is sufficient to support at least one TK class at each site.

4. Does the LEA plan to begin operating a CSPP or expand its current CSPP contract? [select one]

No - the LEA has no plans to begin or expand a CSPP contract in future years

5. If the LEA answered yes in question four, what age of children does the LEA plan to serve through a CSPP contract? [select all that apply]



6. Please indicate if the LEA plans to serve students eligible for early admittance TK, for children whose fifth birthday occurs after the enrollment date for the year of implementation (see implementation timeline above)?

a. 2022–23 (Birthdays February 3 or after) [select one]

No

b. 2023–24 (Birthdays April 3 or after) [select one]

No

c. 2024–25 (Birthdays June 3 or after) [select one]

No

## Focus Area B: Community Engagement and Partnerships

To successfully implement UPK and create a P–3 continuum, LEAs will need to cultivate relationships and collaborate with both internal and external partners.

### Required Questions

**CDE will be requiring this information be completed and submitted to the CDE after the plan is presented to the governing board.**

1. Identify which of the following opportunities the LEA implemented to obtain public input on the UPK Plan. [Select all that apply]

Special Education Local Plan Area (SELPA)

Other [describe, open response]

Our LEA participated in the Ventura County UPK network series which included participation from the county office of education and other local LEAs to discuss approaches for planning and implementation of UPK. In addition, we joined two meet and greet sessions. The first session, held on February 23rd, included panelists from the SELPA, F5 Ventura County, Child Development Resources representing the Resource and Referral and our local Head Start grantee, and the Local Planning Council and Quality Counts Ventura County. The second session, held on March 4th, included panelists for the local Institutes of Higher Education and credentialing. These sessions included opportunities to build connections and to understand approaches to obtain public input.

2. Select which programs the LEA plans to combine with the TK instructional day to offer a minimum of nine hours per day of programming (instructional day plus programming) for children whose families opt in for extended learning and care. [select all that apply]

LEA- or locally-funded preschool

Expanded learning programs on an LEA site (ASES, 21st Century Community Learning Centers [21st CCLC], ELO-P)

## Focus Area C: Workforce Recruitment and Professional Learning

Based on the projected enrollment and needs described in Focus Area A, LEAs should create a plan to recruit, train, and support the new TK, preschool, early learning and care, and expanded learning staff needed to support full-day early education options for all children the year before kindergarten.

(Note: All LEAs will need to plan for workforce development considerations as part of this planning work. There is a separate \$100 million allocation for the Prekindergarten Planning and Implementation Grant – Competitive, also known as the Early Education Teacher Development Grant, that will be competitively awarded and is not part of this planning template.)

EC Section 48000(g)(4) specifies that credentialed teachers who are first assigned to a TK classroom after July 1, 2015, have, by August 1, 2023, one of the following:

- a. At least 24 units in early childhood education, or childhood development, or both.
- b. As determined by the LEA employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described in subparagraph (a).
- c. A Child Development Teacher Permit issued by the CTC.

EC Section 8295 specifies that teachers in CSPP shall either possess a permit issued by the CTC authorizing service in the care, development, and instruction of children in a child care and development program; or meet the following criteria:

- a. Possess a current credential issued by the CTC authorizing teaching service in elementary school or a single subject credential in home economics; and
- b. Possess twelve units in early childhood education or child development, or both, or two years' experience in early childhood education or a child care and development program.

## Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Which of the following strategies does the LEA intend to use to support diverse and effective prospective TK teachers, including multilingual educators, to earn a Multiple Subject Teaching Credential? [select all that apply]

None of the above, the LEA currently has enough Multiple Subject Teaching Credential holders to meet the need for TK educators

Advertisements, partnerships with local IHEs, EdJoin, and student teaching opportunities.

2. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective TK teachers, including multilingual educators, to meet the requirements under EC Section 48000(g)(4)? [select all that apply]

Provide advising on requirements and how to meet the requirements

Develop or work with an established mentorship program to support new TK teachers

3. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective CSPP teachers, including multilingual educators, to obtain a Child Development Teacher Permit [select all that apply]

None of the above, the LEA is not planning to support prospective CSPP educators in obtaining a Child Development Teacher Permit

4. On which child observational assessments does the LEA intend to offer professional learning to TK, CSPP, and other early education teachers during the 2022–23 school year? [select all that apply]

Other [describe, open response]

This will be determined by the results of the UPK Professional Development survey provided by district preschool and TK staff.

5. On what topics does the LEA intend to offer professional learning regarding early childhood education to site leaders and principals? [select all that apply]

Children’s social-emotional development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)

Creating developmentally-informed environments

Effective adult-child interactions

Children’s literacy and language development (aligned with the Preschool Learning Foundations and Frameworks)

Serving children with disabilities in inclusive settings, including Universal Design for Learning

## Focus Area D: Curriculum, Instruction, and Assessment

It is critical for each LEA and preschool program partner to plan for how they will develop or select curriculum or curricula that are developmentally-informed and aligned with the strengths of all students, including multilingual students and students with disabilities, as well as how they will ensure curricula are implemented with fidelity to support intentional, quality instruction for all students. LEAs and preschool program partners should consider how they will provide coherent, culturally- and linguistically-responsive UPK curriculum or curricula anchored in the California Preschool Learning Foundations (<https://www.cde.ca.gov/sp/cd/re/psfoundations.asp>) and the California Preschool Curriculum Frameworks (<https://www.cde.ca.gov/sp/cd/re/psframework.asp>) to support the development of skills across the domains outlined in those documents.

### Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Does the LEA plan to provide any of the following language model(s) for TK students? [select all that apply]

English-only instruction with home-language support

2. If the LEA administers CSPP, does it plan to provide any of the following language model(s) for CSPP students? [select all that apply]

None

3. Identify methods the LEA plans to use to support the development of social-emotional learning and executive function skills through specific instruction in these areas and by embedding and reinforcing this instruction in all curriculum areas. [select all that apply]

Promote learning through play as a context for social and emotional development, including social play with teachers and peers in small or large group settings

Designing developmentally-appropriate learning environments to allow for individual and group activities that promote social-emotional learning and executive function skills (for example, use students' pictures or words in daily routines, feelings charts)

Offer open-ended, self-directed learning opportunities that foster individual interests and curiosity and new learning

4. What instructional practices does the LEA plan to implement to support children with disabilities in UPK programming? [select all that apply]

Implement Universal Design for Learning

Provide adaptations to instructional materials

Provide specialized services (for example, occupational therapy, physiotherapy, speech and language pathology therapy) in the classroom with peer models

Provide additional staff to support participation in instruction

5. What assessments does the LEA plan to use in TK or kindergarten? [select all that apply]

LEA-based grade level benchmarks and a report card

## Focus Area E: LEA Facilities, Services, and Operations

It is critical to ensure that LEA facilities, services, and operations are thoughtfully aligned to support the implementation of UPK and movement towards a P–3 continuum. It is also critical for early education programs currently operating to continue to be a part of California’s mixed-delivery system by creating shared space, blending funding and coordinating service delivery.

### For Facilities:

For facilities planning, draw on the Projected Enrollment and Needs Assessment section of this document and the LEA’s Facilities Master Plan. The objectives of this section are to identify the availability of space for UPK, the adequacy of available space to meet the kindergarten facilities standards for meeting the needs of young children, and, if needed, to update the Facilities Master Plan to address any unmet need for developmentally-appropriate space.

### Required Questions

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. To support an overall increase in UPK access, what efforts does the LEA plan to make to prevent the displacement of any early education programs on LEA campuses, including both LEA-administered and non-LEA-administered programs?

OPUSD currently has sufficient classroom space for current and future TK enrollment.

2. Does the LEA have adequate classroom space to meet the Projected Enrollment of TK students listed in the Projected Enrollment and Needs Assessment section of this document, for the respective implementation year? [multiple choice]

Yes

- i. If no, how many more classrooms does the LEA need? [identify number, open response]

- ii. If no, how might the LEA provide classrooms in the timeframe needed? [describe, open response]

3. Does the space meet the kindergarten standards described in California Code of Regulations, Title 5, Section 14030(h)(2)? [multiple choice]

Yes

- i. If no, what modifications need to be made? What resources are needed to make them? ( See Facilities Grant Program Funding at <https://www.dgs.ca.gov/OPSC/Services/Page-Content/Office-of-Public-School-Construction-Services-List-Folder/Access-Full-Day-Kindergarten-Facilities-Grant-Program-Funding>) [describe, open response]

4. Does the space contain necessary adaptive equipment, assistive technology, or other accommodations to ensure children with disabilities have access to education in the least restrictive environment? [multiple choice]

Yes

- i. If no, what modifications need to be made? What resources are needed to provide equipment or accommodations? [describe, open response]

5. Does the LEA's Facilities Master Plan adequately address the need for UPK programming? [multiple choice]

Yes

- i. If no, what process will the LEA use to update the Facilities Master Plan to accommodate future TK and early education programming? [describe, open response]

6. In which of the following areas does the LEA intend to make updates to facilities? [select all that apply]

None of the above

7. What transportation will the LEA offer to children enrolled in TK? [select all that apply]

No transportation will be provided

8. Will the LEA offer transportation to transport TK children to extended learning and care opportunities that are at other sites than the one the child is enrolled at for TK?

No



## Technical Assistance Questions

The CDE is collecting information on the type(s) and topics of technical assistance that LEAs need to support implementation of a robust UPK Plan and effective UPK program. This information will be used to leverage existing resources and inform future technical assistance opportunities provided by CDE partners, including COEs, to help ensure that the needs of LEAs are met.

The following questions are optional. However, unlike the recommended questions included in Focus Areas A through E, the CDE will be collecting any information that LEAs wish to provide in response to these questions via the survey that the CDE administers to collect the required data questions above.

1. What technical assistance would be most helpful related to projecting enrollment and assessing needs? [select all that apply]

Data analysis capacity building to support staff to refine enrollment projections based on community context

2. What technical assistance would be most helpful related to the elements included in Focus Area A: Vision and Coherence? [select all that apply]

Technical assistance on how to integrate UPK and P–3 in the district LCAP

Creating inclusive classrooms, including implementing Universal Design for Learning

3. What technical assistance would be most helpful related to the elements included in Focus Area B: Community Engagement and Partnerships? [select all that apply]

Support for community engagement activities including best practices for coordination with LPCs, Local QCC Consortia, First 5 County Commissions, Head Start Policy Councils and other early learning and care leadership tables

Increasing UPK enrollment and parent awareness of programs

4. What technical assistance would be most helpful related to the elements included in Focus Area C: Workforce Recruitment and Professional Learning? [select all that apply]

Creating joint professional learning opportunities for preschool and elementary school teachers within LEAs or across LEA- and CBO-administered programs

Identifying the content, type, and frequency of professional learning opportunities given the needs of the community and the LEA's P–3 vision

5. What technical assistance would be most helpful related to support for professional learning opportunities on specific topics? [select all that apply]

Children's literacy and language development (aligned with the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks)

Trauma- and healing-informed practice

Implicit bias and culturally- and linguistically-responsive practice

Engaging culturally- and linguistically-diverse families

6. What technical assistance would be most helpful related to support for specific professional learning delivery mechanisms? [select all that apply]

Internally-delivered professional learning workshops and trainings

7. What technical assistance would be most helpful related to the elements included in Focus Area D: Curriculum, Instruction, and Assessment [select all that apply]

Guidance on how to support effective classroom organization practices and behavior management strategies to ensure a positive learning environment for a diverse population of UPK students

8. What technical assistance would be most helpful related to implementing hands-on, interactive, and developmentally-informed early education experiences for UPK students? [select all that apply]

Universal Design for Learning

Using manipulatives to develop fine motor skills

Incorporating a balanced approach to teaching and learning that includes both child-initiated and teacher-guided activities

Considering the structure of the daily routine to enhance individual and group learning experiences

Facilitating development and exploration through art

9. What technical assistance would be most helpful related to the elements included in Focus Area E: LEA Facilities, Services, and Operations? [select all that apply]

Making modifications to district data systems to support access to UPK assessment data and other relevant information across community and elementary school settings

Best practices for preventing displacement of early learning education programs operated by non-LEA administrators on LEA campuses and transitioning programs to serve younger children

## Appendix I - Definitions

The following definitions are critical for UPK planning efforts. Additional terms and definitions can be found in the Guidance Document:

- **Preschool through Third Grade (P–3):** P–3 is a continuum of learning from preschool through third grade that can be supported by intentional practices at the classroom, school, and leadership levels that align curricula, assessment, and professional learning opportunities to ensure instruction builds on the knowledge and skills that children acquire as they transition across grades and settings.
- **Universal prekindergarten (UPK):** UPK refers to universal TK as well as the expanded CSPP, Head Start, and early childhood special education services that families can choose from to create rich early learning opportunities for all three- and four-year-old children during the year or two years before kindergarten. In high-needs neighborhoods, the CDE strongly encourages LEAs to consider pairing TK programs with access to Head Start and CSPP for age- and income-eligible three- and four-year-old children to further bolster program quality, either through the LEA's own Head Start or CSPP program or via a contract partnership with a CBO that administers a Head Start or CSPP.
- **Transitional kindergarten (TK):** TK means the first year of a two-year kindergarten program, serving four-year-old children regardless of income that uses a modified kindergarten curriculum that is age- and developmentally-appropriate (EC Section 48000 [d]).
- **Universal transitional kindergarten (UTK):** UTK refers to the expansion of TK by 2025–26 to serve all four-year-old children by September 1 of each year, regardless of income, providing a year of rich learning opportunities the year before kindergarten that families can choose from as part of California's public education system.
- **California State Preschool Program (CSPP):** CSPP is the largest state-funded preschool program in the nation. CSPP includes both part-day and full-day services to eligible three- and four-year-old children. CSPP provides a core class curriculum that is developmentally, culturally, and linguistically appropriate for the children served. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees. The program is administered through LEAs, colleges, community-action agencies, local government entities, and private, nonprofit agencies.
- **Expanded learning:** This includes before school, after-school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.
- **Expanded Learning Opportunities Program (ELO-P):** ELO-P provides funding for after-school and summer school enrichment programs for TK through sixth grade. The ELO-P is defined as services provided in addition to the normal school day and school year operations, to provide full-day and full-year expanded learning programs to meet the needs of working families whose children are enrolled in TK through sixth grade and also provide expanded learning enrichment programming for students. A full day is defined as in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day.
- **Early learning and care:** This refers to the continuum of programs serving children from birth to preschool or school entry, as well as extended care to support school-age children with before school and after-school care as well as vacation schedules. This includes general child care, Early Head Start and Head Start, community-based early learning and care programs, family child care providers, and family, friend, and neighbor care.
- **Extended learning and care:** This refers to the continuum of programs and services (early learning and care options and expanded learning options) available in addition to the normal school day and school year operations, to provide full-day and full-year care to meet the needs of working families whose children are enrolled in TK or kindergarten. A full day is defined as in-person before school or after-school programming or care that, when added to daily instructional minutes, provide no fewer than nine hours of combined instructional time and

expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day. Funding to support extended learning and care for children enrolled in TK includes the ELO-P and the CSPP, as specified in guidance provided by the CDE's Early Education Division. Additional subsidized care opportunities may be available to families who qualify, such as child care vouchers and the General Child Care School Age program.

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.3.b. EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN**

**ACTION**

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**ISSUE:** Shall the Board approve the Expanded Learning Opportunities Program Plan?

**BACKGROUND:** The Expanded Learning Opportunities Program is authorized by Item 6100-110-0001 of the 2021–22 Budget Act (Senate Bill 129, Chapter 69, Statutes of 2021), and Assembly Bill (AB) 130, Chapter 44, Statutes of 2021, as amended by AB 167, Chapter 252, Statutes of 2021. The Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade. “Expanded learning” means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. The Expanded Learning Opportunities Program Plan is included for the Board’s review.

**FISCAL IMPACT:** OPUSD will receive \$161,240 for the 2021-22 school year. Subsequent funding is undetermined and will be included in the State budget.

**BOARD POLICY:** Pursuant to Board Policy BP6145- Extracurricular and Cocurricular Activities The Governing Board recognizes that extracurricular and cocurricular activities enrich the educational and social development of students and enhance students’ feelings of connectedness with the schools.

**GOAL:** In support of OPUSD Goals: 1.e. Provide expanded on-campus learning opportunities for our students beyond school hours.

**ALTERNATIVES:** 1. Approve the Expanded Learning Opportunities Program Plan.  
2. Do not approve the Expanded Learning Opportunities Program Plan.

**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, JUNE 14, 2022**

Approve Expanded Learning Opportunities Program Plan

Page 2

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

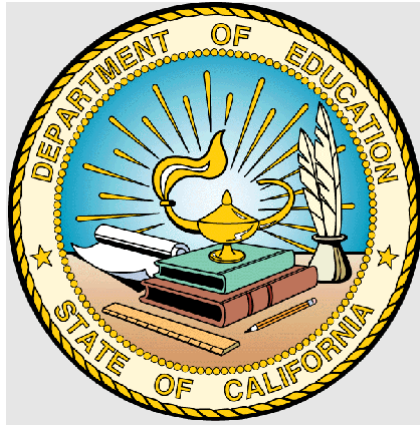
VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____

# Expanded Learning Opportunities Program Plan Guide

## EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN GUIDE

Prepared by: Expanded Learning Division

California Department of Education 1430 N Street, Suite 3400  
Sacramento, CA 95814-5901  
916-319-0923



**This Program Plan Template Guide is required by California Education Code (EC) Section 46120(b)(2)**

**Note: This cover page is an example, programs are free to use their own logos and the name of their program.**

## Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Name of Local Educational Agency or Equivalent:	Oak Park Unified School District
Contact Name:	Dr. Jay Greenlinger
Contact Email:	jgreenlinger@opusd.org
Contact Phone:	818-735-3271

**Instructions:** Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Brookside Elementary School
2. Oak Hills Elementary School
3. Red Oak Elementary School
4. Medea Creek Middle School
5. Oak Park Independent School

### Purpose

This template will aid LEAs in the development of a program plan as required by EC Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

### Definitions

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (EC Section 8482.1[a])

"Expanded learning opportunities" has the same meaning as "expanded learning" as defined in EC Section 8482.1. "Expanded learning opportunities" does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (EC Section 46120[e][1])

### Instructions

This Program Plan needs to be approved by the LEA's Governing Board in a public meeting and posted on the LEA's website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with EC Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA



should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the Quality Standards for Expanded Learning in California (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education's (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

## 1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

OPUSD's vision for the ELO-P is to strengthen our Climate of Care by providing opportunities for students to participate in learning experiences that promote academic, social-emotional, and personal growth. Social-emotional learning activities will be provided to support students in their development of decision-making, conflict resolution, collaboration, and emotional regulation skills. Policies and procedures related to student safety will be developed and implemented with all community partnerships, including Growing Outdoors and Wilderness Outdoor Leadership Foundation (WOLF). All health, safety, and behavior procedures will be communicated to staff, students, and families.

In Summer 2021, teachers nominated students in grades K-5 that would benefit from in-person school experiences prior to returning to on-campus instruction in August 2021. The Expanded Learning Opportunities Summer Program focused on providing social interactions, building math and literacy skills, and play. The program for Summer 2022 was expanded K-8 and will focus on math and literacy skill development. K-5 students attending our summer program also have the option to attend The Club's summer gap program. The Club is OPUSD's before and after-school childcare program.

In 2021-22 OPUSD students in grades TK-5 participated in outdoor, team-building activities through WOLF. These activities helped students reacclimate to in-person instruction with peers in a safe environment. In addition, students participating in the National School Lunch Program were provided scholarships to participate in after-school enrichment programs in technology, athletics, visual and performing arts, cooking and nutrition, and many other engaging topics not offered during regular instruction through our community partner, Growing Outdoors.

## 2—Active and Engaged Learning

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

OPUSD's ELO-P program will mirror programs already in place in our schools. OPUSD's ELO-P will provide students with expanded learning opportunities that are active and engaging based on grade level practices and programming. Staff will develop hands-on learning activities that develop social, emotional, and academic skills. For summer programming, activities will support but not replace instructional activities from the school year. Instructional materials are similar but not the same as those used during the school year, providing familiarity to both students and teachers. Students attending the Club program will engage in active programming that promotes physical and social-emotional wellbeing. Students who attend Growing Outdoors enrichment courses will be able to participate in courses that support skill development in technology, athletics, visual and performing arts, cooking and nutrition, and many other engaging topics not offered during regular instruction.

## 3—Skill Building

Describe how the program will provide opportunities for students to experience skill building.

In Summer 2021, teachers nominated students in grades K-5 that would benefit from in-person school experiences prior to returning to on-campus instruction in August 2021. The Expanded Learning Opportunities Summer Program focused on providing social interactions, building math and literacy skills, and play. The program for Summer 2022

was expanded K-8 and will focus on math and literacy skill development. K-5 students attending our summer program also have the option to attend The Club's summer gap program. The Club is OPUSD's before and after-school childcare program, and intends to extend the school day for students in an environment that mirrors the high quality experience for which OPUSD has become recognized.

#### **4—Youth Voice and Leadership**

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

Grade 6: Intramural athletics were added at Medea Creek Middle School. Staff got to know students and solicited their input to determine which sports teams to offer. Students participated in basketball, volleyball, soccer, and cheer. Approximately 150 students participated in these activities.

Grades DK-5: Elementary students had the opportunity to participate in Chorus and Art programs after school. Within these programs, students develop their ability to work as a team, gain confidence and poise in front of an audience, and the ability to express their ideas and personality. Students learn to work together and work toward the greater good of a team.

#### **5—Healthy Choices and Behaviors**

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.

Through OPUSD's ELO-P Program, students will have a variety of opportunities to engage and experience skill-building activities provided based on grade span programming. Snacks that are offered through District programming—including the CLUB—follow OPUSD's Wellness policies. Foods served by OPUSD consist of local and organic produce (when available), as well as whole grain, plant forward options.

#### **6—Diversity, Access, and Equity**

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

Students with disabilities are able to access all OPUSD programs and activities. This is based on our full inclusion approach to meeting the needs of students with disabilities. Additional resources and supports for students are available during after school and summer programs.

#### **7—Quality Staff**

Describe how the program will provide opportunities for students to engage with quality staff.

All aspects of OPUSD's ELO-P are staffed with high quality, well trained staff. Staffing for the summer programming and the Club meet stringent requirements set forth by OPUSD Board Policies and Human Resources practices. Instructors for Growing Outdoors enrichment courses are well vetted and trained according to practices very similar to those used by OPUSD.

## 8—Clear Vision, Mission, and Purpose

Describe the program's clear vision, mission, and purpose.

The vision, mission, and purpose of the Expanded Learning Opportunities Program is clear: to provide all students with academic and social programming that extends the school day and school year. This programming is intended to mirror the high quality instructional programming that OPUSD has led to numerous awards and recognitions.

## 9—Collaborative Partnerships

Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

OPUSD collaborates with internal and non-LEA entities to provide extended learning programs for students. OPUSD operates the Club, a before and after school program on the three elementary and middle school campuses. The Club is open to all families as a tuition based before and after school program. The ELO-P provides scholarships to families who may not be able to access the Club. An outside entity with which OPUSD works is Growing Outdoors, a regional provider of after school enrichment courses. The ELO-P provides scholarships to students in the National School Lunch Program so that they can access after school enrichment courses. So far, students have attended the following classes through the ELO-P scholarships: Tennis, Hip Hop Dance, Viridian Art, Woodworking, Academic Chess, Cooking, Egghead Inventors, and Glass Art Fusion.

## 10—Continuous Quality Improvement

Describe the program's Continuous Quality Improvement plan.

OPUSD has maintained a Quarterly review of Expanded Learning programs. These Quarterly reviews include program and financial updates at a regularly scheduled Board meeting. This allows a cycle of improvement to take place, as the Governance team is regularly reviewing the progress of goals related to Expanded Learning.

## 11—Program Management

Describe the plan for program management.

For the 21-22 school year the Director of Curriculum & Instruction managed the ELO-P student opportunities, with help from the Elementary Principals, Director of Student Support & Safety, Director of Extended Care Programs, and the Elementary Summer Programs Administrator. For future years, the Assistant Superintendent of Educational Services will oversee the ELO-P.

Starting in the 2022-23 school year, the Assistant Superintendent of Educational Services will review the ELO-P budget and student participation, and work with community partners and district personnel to review and update the plan as needed.

## General Questions

### Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

N/A

### Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

The Club maintains a staffing ration consistent with the requirements of Universal Transitional Kindergarten. This staffing is planned for and scheduled by the Director of After School Programs and the individual Site Leaders at the Club. The Director of Early Childhood Education will regularly consult with the Club to ensure that programming, staffing, and curriculum and developmentally appropriate and consistent with district practices. Growing Outdoors, provider of after school enrichment, maintains a tiered staffing model to ensure student needs are met. Their staffing includes a Site Coordinator, Program Specialist, and Exploratory Leader.

### Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

The Club operates from 6:45 am - 8:00 am and 12:15 pm - 6:00 pm for all students, including DK.

Enrichment classes with Growing Outdoors vary in schedules. Sample class schedules may be:

Monday/Wednesday 2:30-3:45 for 5 weeks (Grades DK-2)

Tuesday/Thursday 3:15-4:30 for 5 weeks (Grades 3-6)

**Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:**

**EC Section 46120(b)(2):**

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

**EC Section 46120(b)(1)(A):**

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

**EC Section 46120(b)(1)(B):**

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

**EC Section 46120(b)(3):**

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

**EC Section 46120(b)(4):**

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

**EC Section 46120(b)(6):**

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

**EC Section 46120(c):**

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

**EC Section 8482.3(d):**

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

**EC Section 8482.6:**

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

**EC sections 8483.4 and 46120(b)(2)(D):**

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

**EC Section 8482.3(c)(1)(A–B):**

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.4.a. APPROVE REVISED SALARY SCHEDULE PLACEMENT FOR THE CLASSIFIED POSITION OF CERTIFIED DEAF AND HARD OF HEARING LANGUAGE INTERPRETER**

ACTION

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**ISSUE:** Shall the Board approve revised salary schedule placement for the classified position of certified Deaf and Hard of Hearing Language Interpreter?

**BACKGROUND:** The District has a student with a hearing impairment who requires the support of a sign language interpreter. The current interpreter is retiring at the end of this school year. The District posted the sign language interpreter position and received no applicants. A survey of salary ranges for local districts was conducted and OPUSD has the second to lowest hourly rate for a sign language interpreter. The District proposes to revise the salary schedule to be competitive with the highest paying districts in the county. If the District is unable to hire a sign language interpreter, the District will need to use an agency; agency rates for sign language interpreters are approximately \$65.00/hour.

**FISCAL IMPACT:** The funding will be included in the proposed 2022-2023 Budget.

**BOARD POLICY:** N/A

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

**ALTERNATIVES:**

1. Approve the movement of Certified Deaf and Hard of Hearing Language Interpreter position from Range 20 to Range 28 on the classified salary schedule, effective July 1, 2022, and approve the accompanying classified salary schedule modified to reflect this change.
2. Do not approve the salary range adjustment and accompanying salary schedule.

**RECOMMENDATION:** Alternative 1.

Prepared by: Stew McGugan, Assistant Superintendent of Human Resources

Respectfully submitted,

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Jeff Davis, Ed.D.  
Superintendent



**BOARD OF EDUCATION MEETING, JUNE 14, 2022**

Approve revised salary schedule placement for the classified  
position of certified Deaf and Hard of Hearing Language Interpreter

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	_____	_____	_____	_____

**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: June 14, 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	
Extended Care Assistant Site Leader	15	20.12	21.37	22.65	24.06	25.52	11 Month
	15	3487.99	3703.82	3926.61	4170.25	4420.91	
School Office Manager I	16	21.44	22.67	23.97	25.36	26.81	11 Month
Department 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	22.99	24.37	25.83	27.39	29.04	11.5 Month
Extended Care Site Leader	18.5	3984.03	4224.42	4477.91	4747.63	5033.63	11 Month
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	
<b>Certified Deaf &amp; Hard of Hearing</b>	<b>28</b>	<b>33.66</b>	<b>35.70</b>	<b>37.86</b>	<b>40.15</b>	<b>42.58</b>	<b>180 Days</b>
		<b>5835.35</b>	<b>6188.39</b>	<b>6562.80</b>	<b>6959.93</b>	<b>7381.16</b>	
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: JUNE 14, 2022**  
**SUBJECT: B.4.b. APPROVE COMPENSATION ADJUSTMENT FOR LONG TERM SPEECH PATHOLOGISTS**

ACTION

**ISSUE:** Shall the Board approve compensation adjustment for long-term Speech Pathologists?

**BACKGROUND:** All districts are facing a significant shortage of speech pathologists with most districts covering vacancies by contracting with Non-Public Agencies (NPA) for these services. The rate for using a NPA and private speech therapists is \$120.00 per hour to provide substitute speech therapy services. The special education department would like to establish a long-term substitute rate for speech pathologist rather than use an NPA or private speech pathologist for speech pathology services including assessments, report writing, IEP development and progress monitoring. It is recommended that the Board approve establishing a long-term substitute rate for speech pathologists at the competitive rate of \$120.00 per hour.

**FISCAL IMPACT:** The funding will be included in the proposed 2022-2023 Budget.

**BOARD POLICY:** N/A

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

**ALTERNATIVES:**

1. Approve the compensation adjustment for long term Speech Pathologists.
2. Do not approve the compensation adjustment for long term Speech Pathologists.

**RECOMMENDATION:** Alternative 1.

Prepared by: Stew McGugan, Assistant Superintendent of Human Resources

Respectfully submitted,

\_\_\_\_\_  
Jeff Davis, Ed.D.  
Superintendent

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

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.5.a. APPROVE EMPLOYMENT AGREEMENT WITH ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES**

ACTION

**ISSUE:** Shall the Board approve the Employment Agreement with Assistant Superintendent of Educational Services?

**BACKGROUND:** Superintendent is requesting the Board to approve a two-year employment agreement with Mrs. Tammy Jo Ferriera-Herzog, Assistant Superintendent of Educational Services from July 1, 2022 through June 30, 2024. The Board approved the hiring of Mrs. Ferriera-Herzog at the June 7<sup>th</sup> Meeting.

Per Board Policy 4312.1 prior to taking action, the Board President shall orally report a summary of the recommendation for the final action on salary or compensation in the form of fringe benefits. Copies of the contract are available to the public upon request.

**BOARD POLICY:** Pursuant to Board Policy 4312.1 Contracts - A contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the employee's performance. No employment contract shall include a provision for automatic renewal of the contract.

**GOAL:** N/A

**ALTERNATIVES:**

1. Approve the Employment Agreement with the Assistant Superintendent of Educational Services.
2. Do not approve the Employment Agreement.

**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
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: JUNE 14, 2022**  
**SUBJECT: B.5.b. APPROVE CERTIFICATION OF SIGNATURES FOR THE 2022-2023 SCHOOL YEAR**

ACTION

**ISSUE:** To approve the authorization of the Board of Education to sign documents as submitted for Oak Park School District.

**BACKGROUND:** Annually at the beginning of each fiscal year, or after any reorganization, new board member taking oath of office or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc. A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services. The significant change in this certification is Mrs. Tammy Ferriera-Herzog being added as an authorized agent as Assistant Superintendent of Educational Services of Oak Park Unified School District effective July 1, 2022. The accompanying form must be signed and returned to School Business and Advisory Services to reflect this change.

**FISCAL IMPACT:** None

**BOARD POLICY:** N/A

**GOAL:** N/A

**ALTERNATIVES:** 1. Approve the authorization of the Board of Education to sign documents as submitted.  
2. Deny authorization for signing of documents.

**RECOMMENDATION:** Alternative #1.

Respectfully submitted,

\_\_\_\_\_  
Jeff Davis, Ed.D.  
Superintendent

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

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

**OAK PARK UNIFIED SCHOOL DISTRICT  
CERTIFICATION OF SIGNATURES**

I, JEFF DAVIS, Secretary to the Board of Education of the OAK PARK UNIFIED SCHOOL DISTRICT of Ventura County, California certify that the signatures shown below are the verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated. \* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

The approved signatures will be considered valid for the period of JULY 1, 2022 – DECEMBER 13, 2022.

Date of Board Action: JUNE 14, 2022

Signature: \_\_\_\_\_  
Secretary of the Board

**PART I**

Signatures of Members of the Board

Signature: \_\_\_\_\_  
Print/Type: Drew Hazelton  
President of the Board of Education

Signature: \_\_\_\_\_  
Print/Type: Soyon Hardy  
Member of the Board of Education

Signature: \_\_\_\_\_  
Print/Type: Denise Helfstein  
Clerk of the Board of Education

Signature: \_\_\_\_\_  
Print/Type: \_\_\_\_\_  
Member of the Board of Education

Signature: \_\_\_\_\_  
Print/Type: Derek Ross  
Member of the Board of Education

Signature: \_\_\_\_\_  
Print/Type: \_\_\_\_\_  
Member of the Board of Education

Signature: \_\_\_\_\_  
Print/Type: Tina Wang  
Member of the Board of Education

\*K-12 Districts

42632

42633



## PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that a person is authorized to sign.

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

Print/Type: **JEFF DAVIS**

Title: **SUPERINTENDENT**

Authorized to Sign: **A, B, C, D, E, F, G, 1, 2, 3, 4, 5**

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

Print/Type: **ADAM RAUCH**

Title: **ASSISTANT SUPERINTENDENT, BUSINESS SERVICES**

Authorized to Sign: **B, C, D, E, F, G, 1, 2, 4, 5**

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

Print/Type: **STEWART MCGUGAN**

Title: **ASSISTANT SUPERINTENDENT, HUMAN RESOURCES**

Authorized to Sign: **1, 2, 3**

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

Print/Type: **TAMMY FERRIERA-HERZOG**

Title: **ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES**

Authorized to Sign: **G, 2,**

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

Print/Type: **BYRON JONES**

Title: **DIRECTOR, FISCAL SERVICES**

Authorized to Sign: **B, C, D, E, F, 5**

Please attach an extra sheet for additional signatures if needed. If the Board has given special instructions for the signing of checks or orders, please attach a copy of the resolution.

**The following documents must be filed with School Business and Advisory Services, designating personnel who are authorized to approve and/or sign for:**

- A. Authorization to sign reports, budgets, and all documents requiring signature of Secretary or Clerk.
- B. Authorization to approve payroll orders.
- C. Authorization to approve commercial check orders.
- D. Authorization to sign collection reports to the county.
- E. Authorization to sign board approved budget transfers.
- F. Authorization to sign Inter-fund and Intra-fund Transfers.
- G. Authorization to sign Contracts after Board Approval.

**Examples of documents requiring district authority (not required to be filed with School Business and Advisory Services):**

- 1. Authorization to sign Employment Contracts.
- 2. Appointment of authorized agents, for federal and state applications.
- 3. Appointment of representatives to acquire surplus property.
- 4. Authorization to sign cafeteria reports.
- 5. Authorization to sign checks on district bank accounts, i.e., cafeteria; clearing account.

***Districts must notify School Business and Advisory Services in writing and submit Board Approved signature authorization amendments as staff and/or organizational changes occur mid-year.***

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.5.c. APPROVE DATE CHANGES FOR AUGUST 2022 REGULAR BOARD MEETING**

ACTION

**ISSUE:** Shall the Board approve date change for the regular Board of Education Meetings for August 2022?

**BACKGROUND:** The Superintendent has requested the Board reschedule the August 16, 2022, regular Board meeting to accommodate a schedule conflict. Staff is recommending changing the date to Tuesday, August 30, 2022.

**FISCAL IMPACT:** None

**BOARD POLICY:** Pursuant to Board Bylaw 9320 Meetings and Notices - The Board shall hold one regular meeting each month.

**ALTERNATIVES:** 1. Approve the date change for the August 2022 Board Meeting.  
2. Do not approve the date changes for the August 2022 Board Meeting

**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	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.6.a. APPROVE AMENDMENT TO BOARD POLICY 3100 BUDGET**

**ACTION**

**ISSUE:** Shall the Board of Education review and approve the amended Board Policy 3100 Budget?

**BACKGROUND:** Our current reserve balance, found in BP3100: Budget, identifies the state statute of a minimum 3 percent reserve for economic uncertainty. This is consistent with most districts. Some districts choose to adopt policies that exceed the minimum 3 percent. That said, in 2022-23, the 10 percent state cap will more than likely be triggered for school districts as a result of the Governor increasing the state Public School System Stabilization Account above the 3 percent threshold. This means the maximum allowable reserves for districts will be 10 percent. Staff has provided 3 options to revise the reserve balance language in BP 3100 for the Board review and discussion.

**FISCAL IMPACT:** N/A

**ALTERNATIVES:**

1. Select option for Reserve Balance and Approve amended BP 3100 as first and final reading.
2. Do not approve amended BP 3100.

**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	_____	_____	_____	_____

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 3000*

*Business and Non-Instructional Operations*

*BP 3100(a)*

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## **Budget**

The Governing Board recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with and reflects the district's vision, moral imperatives, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 0400 - Comprehensive Plans)*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3460 - Financial Reports and Accountability)*

*(cf. 9000 - Role of the Board)*

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

## Budget Development and Adoption Process

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127. The hearing shall occur at the same meeting as the public hearing on the district's LCAP and the local control funding formula (LCFF) budget overview for parents/guardians. (Education Code 42103, 42127, 52062, 52064.1)

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

*(cf. 9323 - Meeting Conduct)*

# **OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY**

*Series 3000*

*Business and Non-Instructional Operations*

*BP 3100(b)*

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The Board shall adopt the district budget at a public meeting held after the date of the public hearing but on or before July 1 of each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, and the LCFF budget overview for parents/guardians. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is presented at the public hearing, as well as the budget formally adopted by the Board, shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file the adopted district budget with the County Superintendent of Schools. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

*(cf. 1340 - Access to District Records)*

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to the County Superintendent's recommendations at a regular public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

## **Budget Advisory Committee**

The Superintendent or designee may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

The committee shall submit recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 2230 - Representative and Deliberative Groups)*

*(cf. 3350 - Travel Expenses)*

*(cf. 9130 - Board Committees)*

*(cf. 9140 - Board Representatives)*

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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*BP 3100(c)*

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## Budget Criteria and Standards

The district budget shall be developed in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, LCFF revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. In addition, the Superintendent or designee shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increased or improved services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

*(cf. 3553 - Free and Reduced Price Meals)*  
*(cf. 6173.1 - Education for Foster Youth)*  
*(cf. 6174 - Education for English Learners)*

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

*(cf. 2210 - Administrative Discretion Regarding Board Policy)*  
*(cf. 3110 - Transfer of Funds)*

## Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.

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2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
3. Committed fund balance includes amounts constrained to specific purposes by the Board. For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.
4. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent shall have discretion to further delegate the authority to assign funds.

5. Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

## Reserve Balance

~~The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.~~

**Option 1:** The district's operating budget shall include a minimum 6 percent unassigned reserve balance in Fund 01 (General Fund) combined with Fund 17 (Special Reserve Fund) and may only go below 6 percent with the approval of the Board



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**Option 2:** It is the goal of the Board to achieve and maintain an unassigned reserve balance in Fund 01 (General Fund) combined with Fund 17 (Special Reserve Fund) to be at a minimum of 6 percent of the General Fund's combined (unrestricted and restricted) expenditures and other financing uses. If the unassigned reserve balance falls below 6 percent, the district will develop a plan for Board approval, to replenish the reserve balance back to the designated minimum level within 12 to 24 months.

**Option 3:** The Board is committed to maintaining a prudent level of financial resources to protect against the need to reduce service levels because of temporary revenue shortfalls or unpredicted expenditures. The district's minimum unassigned reserve balance in Fund 01 (General Fund) combined with Fund 17 (Special Reserve Fund) requires a Reserve for Economic Uncertainties, consisting of a minimum 6 percent of General Fund expenditures and other financing uses.

If the Board approves an operating budget that is below the 6 percent unassigned reserve balance, the unassigned reserve balance shall be at a minimum, consistent with the percentage or amount specified in 5 CCR 15450.

In any year following the fiscal year in which the district is notified by the SPI that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds, unless the requirement is waived in accordance with Education Code 42127.01. (Education Code 42127.01)

## Long-Term Financial Obligations

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

*(cf. 7210 - Facilities Financing)*

*(cf. 9250 - Remuneration, Reimbursement, and Other Benefits)*

## Budget Amendments

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

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Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

## **Legal Reference:**

### **EDUCATION CODE**

*1240 Duties of county superintendent of schools*  
*33127-33131 Standards and criteria for local budgets and expenditures*  
*41202 Determination of minimum level of education funding*  
*42103 Public hearing on proposed budget; requirements for content of proposed budget*  
*42122-42129 Budget requirements*  
*42130-42134 Financial certifications*  
*42140-42142 Disclosure of fiscal obligations*  
*42238-42251 Apportionments to districts, especially:*  
*42238.01-42238.07 Local control funding formula*  
*42602 Use of unbudgeted funds*  
*42610 Appropriation of excess funds and limitation thereon*  
*45253 Annual budget of personnel commission*  
*45254 First year budget of personnel commission*  
*52060-52077 Local control and accountability plan*

### **GOVERNMENT CODE**

*7900-7914 Appropriations limit*  
*21710-21716 California Employer's Pension Prefunding Trust Program*

### **CODE OF REGULATIONS, TITLE 5**

*15060 Standardized account code structure*  
*15440-15451 Criteria and standards for school district budgets*  
*15494-15497 Local control funding formula, supplemental and concentration grant expenditures*

## **Management Resources:**

### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

*California School Accounting Manual*  
*New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011*

### **FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS**

*Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, December 2015*

### **GOVERNMENT FINANCE OFFICERS ASSOCIATION**

*Best Practice: Fund Balance Guidelines for the General Fund, September 2015*

### **GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS**

*Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions,*

# **OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY**

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*BP 3100(g)*

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*June 2015*

*Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, February 2009*

**WEB SITES**

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

*Association of California School Administrators: <http://www.acsa.org>*

*California Department of Education, Finance, and Grants: <http://www.cde.ca.gov/fg>*

*California Department of Finance: <http://www.dof.ca.gov>*

*Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>*

*Government Finance Officers Association: <http://www.gfoa.org>*

*Governmental Accounting Standards Board: <http://www.gasb.org>*

*School Services of California, Inc.: <http://www.sscal.com>*

Adopted: 7-23-80

Amended: 5-1-89, 10-19-83, 6-4-02, 9-17-02, 12-16-03, 3-22-05, 3-17-09, 4-20-10, 4-17-12,  
2-20-14, 4-21-15, 4-17-18, 6-18-19, [6-14-2022](#)

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: B.6.b. APPROVE AMENDMENT TO BOARD POLICY AND  
ADMINISTRATIVE REGULATION 6152.1 PLACEMENT IN  
MATHEMATICS COURSES**

**ACTION**

**ISSUE:** Shall the Board of Education review and approve the amended Math Placement Administrative Regulations (AR) 6152.1 and the revised secondary Math Pathway Charts?

**BACKGROUND:** Board Policy 6152.1 discusses the Math Placement Policies and Practices for secondary mathematics (grades 7-12). AR 6152.1 provides schools and families with information regarding the criteria for math placement at the comprehensive middle and high schools. AR 6152.1 also includes information regarding math pathways for grades 7-12. Math Placement pathways charts are included in the communications to students and families at Medea and Oak Park High School and on school and district websites. Board appointed a subcommittee consistent of Board member Denise Helfstein and Soyon Hardy to work with staff to revise the Board Policy and Administrative Regulation and pathways charts to reflect courses no longer offered as well as courses that have been added and also to include language regarding communication protocols for math placement.

**FISCAL IMPACT:** N/A

**ALTERNATIVES:** 1. Approve amended AR 6152.1 and Math Placement Pathway charts.  
2. Do not approve amended AR 6152.1 and Math Placement Pathway charts.

**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	_____	_____	_____	_____

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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*Instruction*

*BP 6152.1(a)*

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## **Placement in Mathematics Courses**

The Governing Board believes that a student's placement in an academic course should be primarily based on the student's current academic needs and abilities. A sound educational program must include the study of subjects that prepare students for admission to higher education and/or fulfilling careers. [The California Math Placement Act of 2015 and California Education Code 51224.7](#) require that school districts create fair, objective, and transparent math placement protocols that serve pupils in middle school and high school, and to promote equitable placement in the most rigorous mathematics course for which the student has the potential for success. To the extent possible, district students shall be provided an opportunity to complete a sequence of mathematics courses recommended for admission into the University of California and California State University systems.

*(cf. 6141.5 - Advanced Placement)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6143 - Courses of Study)*

*(cf. 6146.1 - High School Graduation Requirements)*

The Superintendent or designee shall work with district teachers, counselors, and administrators and the representatives of feeder schools to develop a well-articulated sequence of mathematics courses and consistent protocols for placing students in mathematics courses offered at district high schools.

Such placement protocols shall systematically take into consideration multiple objective academic measures that may include, but are not limited to, statewide mathematics assessments, including state interim and summative assessments; placement tests that are aligned to state-adopted content standards in mathematics; classroom assignment and grades; and report cards. (Education Code 51224.7)

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 6011 – Academic Standards)*

*(cf. 6162.5 - Student Assessment)*

*(cf. 6162.51 - State Academic Achievement Tests)*

District staff shall implement the placement protocols uniformly and without regard to students' socioeconomic background or any characteristic specified in BP 0410 – Nondiscrimination in District Programs and Activities, including, but not limited to, race, sex, gender, nationality, and ethnicity.

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

*(cf. 0415 – Equity)*

*(cf. 6174 – Education for English Learners)*

The placement protocols shall provide for at least one reevaluation within the first month of the school year to ensure that students are appropriately placed in mathematics courses and shall

# OAK PARK UNIFIED SCHOOL DISTRICT

## BOARD POLICY

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*BP 6152.1(b)*

specify the criteria the district will use to make this determination. Any student found to be misplaced shall be promptly placed in the appropriate mathematics course.

If a student or parent/guardian questions the student's placement, they may appeal the decision to the site administrator. The student or parent/guardian may appeal the site administrator's decision to the Superintendent or designee. The decision of the Superintendent or designee shall be final.

The Superintendent or designee shall ensure that all teachers, counselors, and other district staff responsible for determining students' placement in mathematics courses receive training on the placement protocols.

*(cf. 4131 - Staff Development)*

The Board and the Superintendent or designee shall annually review student data related to placement in mathematics courses offered at district high schools to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures are not being held back in a disproportionate manner on the basis of any subjective or discriminatory basis, and shall develop strategies for removing any identified barriers to students' access to mathematics courses. The Superintendent or designee shall also report on the percentage of district students who have successfully completed mathematics courses that satisfy the requirements for entrance to the University of California and the California State University.

*(cf. 0460 – Local Control and Accountability Plan)*

*(cf. 0500 - Accountability)*

### **Legal Reference:**

#### EDUCATION CODE

200-262.4 Prohibition of discrimination

48070.5 Promotion and retention; required policy

51220 Areas of study, grades 7-12

51224.5 Completion of Algebra I or Mathematics I

51224.7 California Mathematics Placement Act of 2015

51225.3 High school graduation requirements

51284 Financial literacy

52060-52077 Local control and accountability plan

60605 State-adopted content and performance standards in core curricular areas

60605.8 Common Core standards

60640-60649 California Assessment of Student Performance and Progress

### **Management Resources:**

#### CSBA PUBLICATIONS

*Math Misplacement, Governance Brief, September 2015*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, 2013*

*California Common Core State Standards: Mathematics, January 2013*

#### COMMON CORE STATE STANDARDS INITIATIVE PUBLICATIONS

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*Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards*

*LAWYERS' COMMITTEE FOR CIVIL RIGHTS OF THE SAN FRANCISCO BAY AREA (LCCR)*

*Held Back - Addressing Misplacement of 9th Grade Students in Bay Area School Math Classes*

*WEB SITES*

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

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

*Common Core State Standards Initiative: <http://www.corestandards.org/math>*

*Lawyers' Committee for Civil Rights of the San Francisco Bay Area (LCCR): <http://www.lccr.com>*

*Northwest Evaluation Association, Measures of Academic Progress: <http://www.nwea.org>*

*University of California, Mathematics Diagnostic Testing Project: <http://mdtp.ucsd.edu>*

Adopted: 4-19-2016

Amended: 4-17-2018, 3-19-19, 6-14-2022

# OAK PARK UNIFIED SCHOOL DISTRICT

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Instruction

AR 6152.1(a)

### Placement In Mathematics Courses

The California Math Placement Act of 2015 and California Education Code 51224.7 require that school districts create fair, objective, and transparent math placement protocols that serve pupils in middle school and high school, and to promote equitable placement in the most rigorous mathematics course for which the student has the potential for success. The district will implement the requirements of the California Mathematics Placement Act of 2015 to accurately evaluate and place students in appropriate mathematics courses.

#### Placement Protocols

In determining student placement in mathematics courses for students entering in grades 7-9, the Superintendent or designee shall assess whether each student has the prerequisite skills for success in the course and consider student and parent/guardian requests. Such determinations shall be based on multiple measures, including, but not limited to, the following:

- ~~1. The mathematics grades earned in the previous eighth grade.~~
- ~~2.~~1. The student's grades in their previous mathematics courses.
- ~~3.~~2. Interim and Summative ~~grade 8~~ mathematics assessments from California Assessment of Student Performance and Progress (CAASPP).
- ~~4.~~3. Other assessments such as University of California's Mathematics ~~Diagnostic~~ Diagnosis Testing Project (MDTP) and/or district benchmark assessments.
- ~~5.~~4. For students with disabilities, an alternate test or other measures when designated in a student's individualized education program (IEP).

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6143 - Courses of Study)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

Individual student performance data shall be analyzed each spring prior to scheduling and placing students into secondary mathematics courses. Students and parents/guardians shall be notified in writing by the end of the school year as to the mathematics course in which the student has been placed.

No student shall be required to repeat a mathematics course which he/she has successfully completed in accordance with the district's placement protocols.

When a student does not qualify to be enrolled in a particular mathematics course based on a consideration of the objective measures specified in the placement protocol, they may nevertheless be admitted to the course based on the recommendation of a teacher or counselor who has personal knowledge of the student's academic ability.



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AR 6152.1(b)

Students who exhibit deficits in knowledge and skills needed to advance to a higher level mathematics course may receive supplemental instruction to improve achievement of mathematic content standards.

(cf. 6011 - Academic Standards)  
(cf. 6179 - Supplemental Instruction)

### Reevaluation

Within the first month of the school year, mathematics course placements shall be individually reevaluated to ensure placement in the most rigorous mathematics course for which the student has the potential for success.

Criteria for reevaluating each student's placement shall include but are not limited to, course pre assessment results, attendance, and student performance in the first month of the school year as determined by teacher observation and grades on assignments, tests, and other assessments. Student and parent/guardian requests for course placement may also be considered.

### Notification of Placement Protocol

The district's policy and protocols related to student placement in mathematics courses shall be posted in an easily identifiable location on the district's web site. (Education Code 51224.7)  
School websites will have links to the district website.

(cf. 1113 - District and School Web Sites)

The Superintendent or designee shall also make the district's placement policy, protocols, and course sequence readily accessible to students, parents/guardians, and staff at school sites and/or in student handbooks.

At minimum, the district's communications regarding math placement criteria and pathways shall include language as outlined in Exhibits 6152.1 Placement in Mathematics Courses.

Any changes to math placement criteria or pathways shall require Board approval and may only be changed to take effect at the beginning of a new school year unless otherwise approved by the Board.

The district is committed to proactively engaging with students and parents/guardians about math placement decisions, especially with those students entering grades six (6) through nine (9) and from historically underrepresented student groups.

The Superintendent or designee shall ensure that secondary schools will provide parents/guardians at least one live or recorded presentation and send home at least one written communication, within the first eight (8) weeks of the school year. This presentation and written communication will provide information on:

1. The district's comprehensive math pathway sequence from middle school through high school;

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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AR 6152.1(c)

2. The ~~D~~district's current math placement policies and protocols for placing students in mathematics courses for the next grade;
3. How and when students can accelerate their math course sequence;
4. In what other courses are placement decisions based on placement in mathematics (e.g., science placement or ~~other~~ Honors/AP courses); and
5. What to do if a student and/or parent/guardian questions the student's math placement.

The Superintendent or designee shall also ensure that the district communicates about math placement policies and protocols in district-wide committees, specifically to under-represented student groups such as multilingual learners, students with disabilities, and low socio-economic students.

## Placement Recourse – Appeals and Waivers for Grades 7-9

The district acknowledges the need to offer clear and timely recourse for each student and their parent(s) or legal guardian(s) who question the student's placement. The district's appeal and waiver process includes the following steps:

1. **Appeals:** Within 10 school days of an initial placement decision or a placement decision upon reevaluation, a student and their parent/guardian who disagree with the placement may appeal the decision to the ~~principal-site administrator~~. A student or their parent/guardian may appeal the site administrator's decision to the Superintendent or designee. The Superintendent or designee shall decide whether or not to overrule the placement determination within 10 school days of receiving the appeal. *As part of the appeal the parent/guardian may make a request that site administrator present the outcomes from the objective multiple performance measures listed above in Placement Protocols.*
2. **Waivers:** After meeting with both site administration and the Superintendent/designee who have upheld the placement, the student's parent/guardian may sign a waiver requesting that the student be placed in the next in-sequence course, against the professional recommendation of the student's teacher and site administrator, acknowledging and accepting responsibility of this placement. The waiver shall include language as outlined in the **Waiver Exhibit**.

Adopted: 3-19-19

Amended: 6-14-2022

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 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 May 31st of the 2021-22 fiscal year?

**BACKGROUND:** The State's funding appropriation schedule for school districts is always challenging. Continuing its standard practice of the last several years, the Business Office has produced a monthly cash flow report as an ongoing tool to assist the both the Administration and Board in analyzing and managing the District's cash in order to remain cash-solvent.

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

**RECOMMENDATION:** None - for information only.

Prepared by: Byron Jones, Director, Fiscal Services  
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

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Jeff Davis, Ed.D.  
Superintendent

2021-22 2ND INTERIM BUDGET as of

Oak Park Unified  
56-73874-0000000  
5/31/2022

## Cashflow Report

2021-22 2ND INTERIM BUDGET as of 5/31/2022

Base Year 2021-22; Actuals Through the Month of May

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 5/31/2022

Base Year 2021-22; Actuals Through the Month of May

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>2,967,386</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	132,586	—	—	(129,424)	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	33,825	235,207	1,338,904	—	4,481,081	—
Other Local Revenue	8600-8799	4,893,434	331,850	333,440	458,893	388,150	378,324	—	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>2,241,876</b>	<b>5,005,963</b>	<b>2,639,683</b>	<b>(129,424)</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	2,978,401	619,316	—	—	24,101,933	(772,589)
Classified Salaries	2000-2999	8,008,687	723,259	727,106	960,427	375,549	—	—	8,111,733	(103,046)
Employee Benefits	3000-3999	11,262,524	1,081,701	1,080,039	1,287,990	294,606	—	—	11,470,986	(208,462)
Books and Supplies	4000-4999	2,452,790	105,406	56,947	125,560	283,446	145,340	—	2,378,495	74,295
Services	5000-5999	5,028,559	184,961	268,479	333,249	731,945	366,641	—	4,607,172	421,387
Capital Outlay	6000-6999	103,642	82,180	—	—	77	—	—	103,642	—
Other Outgo	7000-7499	246,697	53,670	2,563	2,563	209,854	—	—	246,697	—
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>5,688,190</b>	<b>2,524,792</b>	<b>511,981</b>	<b>—</b>	<b>51,030,658</b>	<b>(588,415)</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>(2,598,647)</b>	<b>3,230,957</b>	<b>(96,119)</b>	<b>(129,424)</b>	<b>(1,047,138)</b>	
<b>F. ENDING CASH (A + E)</b>			<b>4,215,982</b>	<b>5,566,033</b>	<b>2,967,386</b>	<b>6,198,343</b>	<b>—</b>	<b>—</b>	<b>—</b>	
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>									<b>5,972,801</b>	

Oak Park Unified  
56-73874-0000000

**Cashflow Report**  
**2021-22 2ND INTERIM BUDGET as of 5/31/2022**  
Base Year 2021-22; Actuals Through the Month of May

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 5/31/2022**  
Base Year 2021-22; Actuals Through the Month of May

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	(75)	—	(2,767,768)	—	4,754,362	
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>(75)</b>	<b>2,000</b>	<b>(2,767,768)</b>	<b>—</b>	<b>4,716,328</b>	
<b>Liabilities and Deferred Inflows</b>										
Accounts Payable	9500-9599	3,979,585	274,862	(237,888)	(782,373)	(798,249)	(511,980)	—	(120,623)	
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)	—	(65,370)	50,462	(11,966)	—	251,931	
Deferred Inflows of Resources	9690	0	—	—	—	—	—	—	—	
<b>SUBTOTAL</b>		<b>10,639,033</b>	<b>269,577</b>	<b>1,092,112</b>	<b>(847,743)</b>	<b>(747,787)</b>	<b>(543,947)</b>	<b>—</b>	<b>6,501,071</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>847,668</b>	<b>749,787</b>	<b>(2,223,821)</b>	<b>—</b>	<b>(1,784,743)</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>(2,598,647)</b>	<b>3,230,957</b>	<b>(96,119)</b>	<b>(129,424)</b>	<b>(1,047,138)</b>	
<b>F. ENDING CASH (A + E)</b>										
			<b>4,215,982</b>	<b>5,566,033</b>	<b>2,967,386</b>	<b>6,198,343</b>	<b>—</b>	<b>—</b>	<b>—</b>	
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										
									<b>5,972,801</b>	

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 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 May 31, 2022?

**BACKGROUND:** As an ongoing tool to assist the Administration and Board in implementing and managing the District's Measure S bond program and master plan, the Business Office, in conjunction with its construction management team, has produced the following monthly status report on the progress of authorized Measure S bond projects for the Board's information and review.

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

**RECOMMENDATION:** None - for information only.

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

Respectfully submitted,

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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	227,508	652
	<b>1,807,621</b>	<b>1,771,622</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)	56,895	47,200	-
	<b>5,251,806</b>	<b>1,815,438</b>	-
<b>District Office</b>			-
19-17S District Office Emergency Generator (1) (3) (4)	234,802	45,628	144,709
19-21S Upper Field Chain Link Fencing and Gates	12,416	12,416	-
	<b>247,218</b>	<b>58,044</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 (1) (2) (3)	34,203	34,203	-
19-10S Collaborative Furniture	200,000	195,708	335
19-22S King James Court Debris Clearance	15,700	15,700	-
19-31S Security Raptor Software Districtwide	45,367	45,367	-
20-04S Collaborative Furniture	102,774	68,620	33,033
20-10S Exterior Repairs to Portables at BES/MCMS	61,034	61,034	-
20-21S Outdoor Furniture Purchases DW	105,808	102,733	-
20-23S HVAC Upgrades Districtwide (1)	366,354	222,416	132,889
	<b>8,922,175</b>	<b>8,676,444</b>	<b>166,257</b>
<b>Measure S Management</b>			-
Measure S General CM Services-Balfour Beatty	474,563	411,313	-
	<b>474,563</b>	<b>411,313</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	2,196,290	2,999,532
18-25S MPR High Roof Replacement	160,135	165,457	-



## 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
18-36S Library Wall Removal	3,500	3,500	-
18-39S Counseling Office Improvements & Additions	32,109	35,459	-
18-40S Safety/Security Gates	89,827	89,827	-
18-45S ORCA Food Waste Recycling Pilot Program	61,844	45,633	19,307
18-48S EV Charging Station	17,794	17,794	-
19-05S Trellis Removal at MCMS	75,609	75,609	-
19-15S Shade Sails at MCMS	60,845	60,845	-
20-12S Renovate Lobby MCMS (1) (4)	20,707	20,707	-
21-02S Entry Way Sign at Medea Creek Middle School	14,900	14,900	-
	<b>7,979,594</b>	<b>4,784,481</b>	<b>3,022,867</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)	66,881	78,848	(11,968)
	<b>946,730</b>	<b>684,992</b>	<b>(11,794)</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	254,096	1,592
19-23S Tennis Court Resurfacing	44,084	44,084	-
19-27S Repair Wood Columns @OPHS	19,655	19,655	-
20-05S Basketball Courts Resurfacing OPHS	20,052	20,052	-
20-22S Economizers OPHS F Bldg. HVAC's (1) (4)	25,756	25,756	-
21-01S Turf Replacement and Upgrades OPHS (1)	1,118,396	1,151,091	12,044
	<b>2,440,041</b>	<b>2,396,434</b>	<b>13,636</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	-



## 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
20-13S Paint Admin Interior	17,601	18,265	-
20-14S Flooring for Admin + 7 Classrooms	49,125	49,125	-
20-15S Innovation Lab at ROES (1) (4)	56,534	44,065	1,439
20-18S Renovate Exteriors of Buildings B & C @ROES (1) (3)	180,484	112,260	36,378
	<b>7,397,033</b>	<b>1,065,732</b>	<b>37,817</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	64,176	9,971
21-05S Smartboard Replacement DW (1) (3)	250,401	209,356	-
21-04S Network Access Appliance (3)	23,000	-	23,000
	<b>4,088,399</b>	<b>3,575,459</b>	<b>227,093</b>
<b>Totals</b>	<b>39,753,831</b>	<b>25,413,958</b>	<b>3,868,700</b>

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 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 May 31<sup>st</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 May 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	24,275,456.00	4,128,638.00	85.46%
8020-8079	Property Taxes	12,344,848.00	12,539,926.00	12,669,349.58	129,423.58-	101.03%
	<b>Total LCFF Revenue Sources</b>	<b>40,799,857.00</b>	<b>40,944,020.00</b>	<b>36,944,805.58</b>	<b>3,999,214.42</b>	<b>90.23%</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	2,906,970.28	1,574,110.72	64.87%
<b>Other Local Revenue</b>						
8600-8799	Other Local Revenues	3,559,306.00	4,893,434.00	4,126,959.70	766,474.30	84.34%
	<b>Total Year To Date Revenues</b>	<b>49,082,331.00</b>	<b>51,768,263.00</b>	<b>44,252,040.75</b>	<b>7,516,222.25</b>	<b>85.48%</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	.00	19,023,719.59	446,155.59-	102.40%
1160	Certificated Salaries Stipends	363,777.00	578,066.00	34,397.42	339,865.00	203,803.58	58.79%
1200	Certificated Pupil Support Salaries	1,933,161.00	1,912,726.00	.00	1,973,113.51	60,387.51-	103.16%
1260	Counselor Stipend	10,000.00	500.00	50.00	450.00	.00	90.00%
1300	Certificated Supervisors' & Administrators' Salaries	2,289,350.00	2,260,488.00	194,567.49	2,145,468.30	79,547.79-	94.91%
	<b>Total Certificated Salaries</b>	<b>23,329,821.00</b>	<b>23,329,344.00</b>	<b>229,014.91</b>	<b>23,482,616.40</b>	<b>382,287.31-</b>	<b>100.66%</b>
<b>Classified Salaries</b>							
2100	Classified Instructional Salaries	2,725,271.00	2,798,409.00	1,823.74	2,785,759.53	10,825.73	99.55%
2200	Classified Support Salaries	1,873,291.00	1,976,234.00	115,108.74	1,863,900.97	2,775.71-	94.32%
2300	Classified Supervisors' & Administrators' Salaries	357,391.00	362,242.00	31,243.18	343,674.98	12,676.16-	94.87%
2400	Clerical, Technical, & Office Staff Salaries	1,983,156.00	2,051,951.00	161,104.03	1,946,990.61	56,143.64-	94.88%
2900	Other Classified Salaries	711,278.00	819,851.00	9,932.64	795,858.22	14,060.14	97.07%
	<b>Total Classified Salaries</b>	<b>7,650,387.00</b>	<b>8,008,687.00</b>	<b>319,212.33</b>	<b>7,736,184.31</b>	<b>46,709.64-</b>	<b>96.60%</b>
<b>Employee Benefits</b>							
3100	State Teachers' Retirement System	3,852,851.00	3,881,561.00	39,470.75	3,866,625.69	24,535.44-	99.62%
3200	Public Employees' Retirement System	1,296,835.00	1,244,578.00	69,191.67	1,189,557.21	14,170.88-	95.58%
3400	Health & Welfare Benefits	4,596,961.00	4,648,600.00	.00	4,648,786.77	186.77-	100.00%
3300-3900	All Other Statutory Costs	1,682,191.00	1,487,785.00	37,340.43	1,471,409.82	20,965.25-	98.90%
	<b>Total Employee Benefits</b>	<b>11,428,838.00</b>	<b>11,262,524.00</b>	<b>146,002.85</b>	<b>11,176,379.49</b>	<b>59,858.34-</b>	<b>99.24%</b>
<b>Books and Supplies</b>							
4100	Approved Textbooks and Core Curricula Materials	442,681.00	538,763.00	112.36	536,050.59	2,600.05	99.50%
4200	Other Books and Reference Material	48,701.00	91,434.00	3,376.54	73,346.86	14,710.60	80.22%
4300	Materials & Supplies	937,736.00	1,180,064.00	233,817.58	718,024.84	228,221.58	60.85%
4400	Noncapitalized Equipment	438,549.00	625,057.00	14.58	622,287.13	2,755.29	99.56%
	<b>Total Books and Supplies</b>	<b>1,867,667.00</b>	<b>2,435,318.00</b>	<b>237,321.06</b>	<b>1,949,709.42</b>	<b>248,287.52</b>	<b>80.06%</b>
<b>Services and Other Operating Expenditures</b>							
5200	Travel and Conference	116,098.00	130,221.00	17,401.33	47,929.19	64,890.48	36.81%
5300	Dues and Memberships	43,893.00	51,820.00	375.84	47,775.07	3,669.09	92.19%
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	45,355.17	586,367.76	129,661.07	77.01%
5600	Rentals, Leases, Repairs, & Noncapitalized Improvements	446,755.00	468,621.00	53,399.55	409,613.98	5,607.47	87.41%
5700	Transfers of Direct Costs	.00	.00	.00	.00	.00	0.00%
5800	Professional/Consulting Services & Operating Expenditures	1,789,774.00	2,731,950.00	518,866.20	1,697,431.65	515,652.15	62.13%
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	18,117.00	24,396.57	30,979.43	33.20%
<b>Total Services and Other Operating Expenditures</b>		<b>3,946,497.00</b>	<b>5,058,649.00</b>	<b>732,883.82</b>	<b>3,508,586.26</b>	<b>817,178.92</b>	<b>69.36%</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	6,710.00-	110,520.00	-1.73%
<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>1,962,510.79</b>	<b>47,993,884.60</b>	<b>488,465.61</b>	<b>95.14%</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		44,252,040.75	7,516,222.25	85.48%
	B. Expenditures	48,521,629.00	50,444,861.00	1,962,510.79	47,993,884.60	488,465.61	95.14%
	C. Subtotal (Revenues LESS Expense)	560,702.00	1,323,402.00		3,741,843.85-	7,027,756.64	
	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		3,741,843.85-	7,017,756.64	
	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		244,103.12		
	*Components of Ending Fund Balance						
	Legally Restricted (9740)						
	Other Designations (9780)						
	Undesig/Unapprop (9790)	2,959,662.00	5,299,350.00				
	Other				1,962,510.79		

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: JUNE 14, 2022**

**SUBJECT: VII.4. MONTH 9 ENROLLMENT AND ATTENDANCE REPORT**  
**INFORMATION**

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**ISSUE:** Shall the Board receive and review a status report on District enrollment and attendance through Month 9 of the 2021-2022 school year?

**BACKGROUND:** As student enrollment and attendance plays a key role in determining General Fund revenues, staffing, and expense, it is critical that the Board and Administration carefully monitor these factors in assessing both appropriate student support and the District's financial position. Accordingly, staff has prepared the following enrollment and attendance information through the end of the most recent reporting period to assist in this review.

**FISCAL IMPACT:** None. Information only.

**RECOMMENDATION:** None. Information only.

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

Respectfully submitted,

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Jeff Davis, Ed.D.  
Superintendent



Month 9: April 4, 2022 - April 29, 2022				YTD: August 9, 2021 - April 29, 2022			
	Enrollment Comparison	ADA Comparison	ADA% Comparison		Enrollment Comparison	ADA Comparison	ADA% Comparison
	2021-22	2021-22	2021-22		2021-22	2021-22	2021-22
<b>BES</b>				<b>BES</b>			
K	96.00	89.74	93.48%	K	96.00	88.55	92.24%
1	104.00	96.60	92.88%	1	104.00	95.61	91.93%
2	73.00	68.47	93.79%	2	73.00	68.18	93.40%
3	81.00	75.33	93.00%	3	81.00	77.17	95.27%
4	107.00	101.00	94.39%	4	107.00	99.46	92.95%
5	90.00	85.07	94.52%	5	90.00	85.48	94.98%
SDC			0.00%	SDC			0.00%
<b>Total</b>	<b>551.00</b>	<b>516.21</b>	<b>93.69%</b>	<b>Total</b>	<b>551.00</b>	<b>514.45</b>	<b>93.37%</b>
<b>OHES</b>				<b>OHES</b>			
K	96.00	89.07	92.78%	K	96.00	90.27	94.03%
1	78.00	73.67	94.45%	1	78.00	73.72	94.51%
2	65.00	60.87	93.65%	2	65.00	60.56	93.17%
3	78.00	75.20	96.41%	3	78.00	73.94	94.79%
4	78.00	74.80	95.90%	4	78.00	72.64	93.13%
5	87.00	81.00	93.10%	5	87.00	81.88	94.11%
SDC			0.00%	SDC			0.00%
<b>Total</b>	<b>482.00</b>	<b>454.61</b>	<b>94.32%</b>	<b>Total</b>	<b>482.00</b>	<b>453.01</b>	<b>93.99%</b>
<b>ROES</b>				<b>ROES</b>			
K	103.00	97.07	94.24%	K	103.00	99.16	96.27%
1	84.00	78.00	92.86%	1	84.00	79.14	94.21%
2	98.00	93.53	95.44%	2	98.00	95.25	97.19%
3	109.00	102.60	94.13%	3	109.00	105.09	96.41%
4	91.00	87.13	95.75%	4	91.00	90.35	99.29%
5	88.00	85.13	96.74%	5	88.00	85.54	97.20%
SDC			0.00%	SDC			0.00%
<b>Total</b>	<b>573.00</b>	<b>543.46</b>	<b>94.84%</b>	<b>Total</b>	<b>573.00</b>	<b>554.53</b>	<b>96.78%</b>
<b>MCMS</b>				<b>MCMS</b>			
6	358.00	339.40	94.80%	6	358.00	343.32	95.90%
7	311.00	296.53	95.35%	7	311.00	303.72	97.66%
8	358.00	341.33	95.34%	8	358.00	346.68	96.84%
SDC			0.00%	SDC			0.00%
<b>Total</b>	<b>1,027.00</b>	<b>977.26</b>	<b>95.16%</b>	<b>Total</b>	<b>1027.00</b>	<b>993.72</b>	<b>96.76%</b>
<b>OPHS</b>				<b>OPHS</b>			
9	374.00	355.40	95.03%	9	374.00	363.36	97.16%
10	362.00	342.07	94.49%	10	362.00	348.50	96.27%
11	341.00	316.07	92.69%	11	341.00	323.85	94.97%
12	374.00	339.60	90.80%	12	374.00	351.35	93.94%
SDC			0.00%	SDC			0.00%
<b>Total</b>	<b>1,451.00</b>	<b>1353.14</b>	<b>93.26%</b>	<b>Total</b>	<b>1451.00</b>	<b>1387.06</b>	<b>95.59%</b>
<b>OVHS</b>				<b>OVHS</b>			
<b>Total</b>	<b>34.00</b>	<b>29.65</b>	<b>87.21%</b>	<b>Total</b>	<b>44.00</b>	<b>29.87</b>	<b>67.89%</b>
<b>OPIS</b>				<b>OPIS</b>			
<b>Total</b>	<b>228.00</b>	<b>223.94</b>	<b>98.22%</b>	<b>Total</b>	<b>228.00</b>	<b>227.75</b>	<b>99.89%</b>
<b>Other**</b>				<b>Other***</b>			
NPS	1.00	0.11	11.00%	NPS	1.00	1.00	100.00%
NPS SS			0.00%	NPS SS			0.00%
HH			0.00%	HH			0.00%
<b>Total</b>	<b>1.00</b>	<b>0.11</b>	<b>11.00%</b>	<b>Total</b>	<b>1.00</b>	<b>1.00</b>	<b>100.00%</b>
<b>Total</b>	<b>4,347.00</b>	<b>4,098.38</b>	<b>94.28%</b>	<b>Total</b>	<b>4,357.00</b>	<b>4,161.39</b>	<b>95.51%</b>