

OAK PARK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA #1041

DATE: August 17, 2021

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

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

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

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

BOARD OF EDUCATION

Allen Rosen, President
Drew Hazelton, Vice President
Derek Ross, Clerk
Denise Helfstein, Member
Tina Wang, 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

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

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

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

SUBMIT PUBLIC COMMENTS AT THE MEETING

The President of the Board will inquire if there are any public comments with respect to any item appearing on the regular meeting agenda, or on any issue within the jurisdiction of the Governing Board. Individual speakers will be allowed three minutes or 250 words to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The speaker cards are available in the Board Room and must be completed and handed to Ragini Aggarwal, Executive Assistant, prior to the beginning of the meeting. In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

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

Public Comments may be submitted via this link www.opusd.org/PublicComments. If you wish to make a comment regarding a matter on the agenda or within the board's jurisdiction, please submit your comment via the form accessed by the above link before 6:00 p.m. on August 17, 2021. This public comment form will be open to members of the public 3 hours (at 2:00 pm) prior to the closed session of the public meeting which begins at 5:00 pm and will close at 6:00 pm. Your comments will be read by the Board President at the time the item is called.

Your comments are greatly appreciated. However, in regard to comments which are not on the agenda, the Board cannot enter into a formal discussion at this time, nor can a decision be made. Matters warranting discussion may be placed on a future agenda. Thank you for your cooperation and compliance with these guidelines.

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

NEXT MEETING-Regular Meeting, Tuesday, September 14, 2021

Oak Park High School, Presentation Room, G9

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

LAND ACKNOWLEDGEMENT STATEMENT

Approved by the Board of Education on May 18, 2021

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

8/13/21

**OAK PARK UNIFIED SCHOOL DISTRICT
AGENDA – REGULAR BOARD MEETING #1041
August 17, 2021**

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

CLOSED SESSION: 5:00 p.m.

OPEN SESSION: 6:00 p.m.

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

I. CALL TO ORDER: _____ p.m.

II. PUBLIC SPEAKERS – CLOSED SESSION AGENDA ITEMS

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

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

B. PUBLIC EMPLOYEE EMPLOYMENT: Clerical Subs, Food Services Assistants I, Assistant Computer Technician, ESY Instructional Assistant III Behavior, Summer School Campus Supervisor, Summer School Site Leader, Extended Care Assistant Site Leader, Student Services Assistant I, Instructional Assistant I – PE, Instructional Assistants I L & N, Walk-On-Coach, Department Clerk College/Career Center, Preschool Extended Care Assistant, Instructional Assistant III – Behavior, Elementary Teachers Temp, OPHS Counselor, ASL Teacher Temp, MCMS Science Teacher, .5 FTE OPIS Teachers Temp , Summer School Remediation Teachers

C. SUPERINTENDENT’S GOALS

D. CONFERENCE WITH LEGAL COUNSEL— PENDING LITIGATION:
Government Code Section 54956(a) & (d)(i)

E. CONFERENCE WITH LEGAL COUNSEL— PENDING LITIGATION:
Government Code Section 54956(a) & (d)(i)

F. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): one 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. Introduction and Report from Student Board Member, Nikita Manyak
3. Return to School Update and Q&A with Ventura County Public Health
4. Remarks from Superintendent
5. Report from Oak Park Education Foundation
6. Report from Oak Park Municipal Advisory Council
7. Facilities Report – Summer Work Update

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 June 22, 2021 and Special Meetings held on July 6, 2021, July 25, 2021, and Board Retreat held on July 25, 2021

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

b. Approve Public Employee/Employment Changes 01CL25117-01CL25194 & 01CE10887-01CE10988

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

c. Ratify Purchase Orders - June 1 – July 31, 2021

Board Policy 3300 requires Board approval of Purchase Orders.

d. Approve Quarterly Report on Williams Uniform Complaints – July 2021

Education Code 35186 requires Superintendent or designee to report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

e. Approve Renewal Agreement with Interquest Detection Canines for Drugs Detection Services at Secondary Schools

Board Policy 5145.12 permits the use of specially trained nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy.

f. Approve Renewal of Contract for Non Public School Placement and Residential Services for Special Education Student #1 - 2021-2022

Board Policy 6159 requires the District to make FAPE available to students with disabilities who reside in the district including students who are placed by the district in a non-public, nonsectarian school.

g. Authorization for Use of Cooperative Purchasing Contracts by the Student Nutrition Services Department During Fiscal Year 2021-22, Per PCC 20118

Board Policy 3311 permits piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law.

h. Approve Student Teaching Clinical Affiliation Agreement with Emerson College May 24, 2021 – May 27, 2022

Board policy 4112.21 permits the District to provide instruction and supervision appropriate for the student intern's level of preparation and continued learning for clinical education.

ACTION

2. BUSINESS SERVICES

a. Award Bid and Approve Proposal for Grass Mowing Services

Staff would like to contract out for all grass surfaces to be mowed once per week. All sidewalks, curbs, concrete slabs, tree rings, and bed edges will be edged with a string trimmer. Board Policy 3312 requires Board approval of contracts for services.

b. Ratify Agreement with Paper.co for Online Tutoring Services for Students in Grades K-12

Paper.co is an online tutoring service being funded by the ELO Grant and will be available for free to all students in grades K-12 in 2021-2022. Board Policy 3312 requires Board approval of contracts for services.

3. HUMAN RESOURCES

a. Approve 2021-2022 Declaration of Need for Fully Qualified Educators

Board Policy 4112.2 requires the Board to annually approve a Declaration of Need for Fully Qualified Educators which certifies that there are an insufficient number of fully credentialed persons who meet the specified employment criteria required for the certificated positions. Prior to requesting that the Commission on Teacher Credentialing (CTC) issue an emergency permit or a limited assignment permit for an employee.

b. Approve Provisional Internship Permit (PIP) Request for Certificated Employee

Pursuant to 5 CCR 80021.1, the Governing Board must approve a notice of its intent to employ a PIP applicant who is scheduled to complete preliminary credential requirements within six months and who is granted a PIP issued by the CTC for a specific position for which a diligent search has been conducted and a fully credentialed teacher could not be found.

c. Ratify Establishment of a District Committee on Assignment in Accordance with Ed Code 44258.7 (C) & (D)

Pursuant to Ed Code 44258.7 and AR 4113 district may establish a Committee on Assignments to review and approve assignments of teachers employed on a fulltime basis in grades K-12 who have special skills and preparation outside of their credential authorization, to teach an elective course.

d. Approve Variable Term Waiver Request for 2021-2022 School Year

In accordance with Education Code 44253.3, for a certificated employee to be issued a variable term waiver by the CTC it is necessary for the Board to give public notice. The CTC provides a process whereby a teacher may be employed by the district under an approved Variable Term Waiver to teach Driver Education.

4. BOARD

a. Approve Proposed Board Meeting Schedule for the 2021-2022 School Year

The Board approved meetings from January 2021-December 2021 at the Organizational meeting held on December 15, 2020. For planning purpose, the Board is requested to approve the regular meetings schedule for the 2021-2022 school year.

b. Approve Board Goals for 2021-2022

Board reviewed and discussed Board Goals for 2021-2022 school year at their retreat held on July 25, 2021. At this meeting Board will formally adopt the 2021-2022 Board Goals.

c. Approve Revised 2021 Governance Handbook

Board reviewed and revised the Governance Handbook at their retreat held on July 25, 2021. Board will formally approve the revision at this meeting.

d. Review, Amend, and Approve 2021-2022 Moral Imperatives and District Goals

Board review and approval required for the 2021-22 Moral Imperative and Goals which were discussed at the July 25, 2021 Board Retreat. Board Policy 0200 requires Board to adopt goals for the district that focus on the achievement and needs of all district students.

5. BOARD POLICIES

a. Approve Adoption of New Board Policy 3110 Transfer of Funds and Deletion of Administrative Regulation 3110 Transfer of Funds

Per CSBA recommendations, Administrative Regulation is being deleted since the material from the regulation is now incorporated into Board Policy. Board Policy added to reflect NEW LAW (SB 98, 2020) which authorizes, for the 2020-21 and 2021-22 fiscal years if the state defers any payments owed to districts, the temporary transfer of up to 85 percent of the maximum amount held in any fund or account for the payment of obligations. Item #4 revised to clarify requirements for transfers from special reserve funds for capital outlay or other purposes into the general fund for general operating purposes of the district.

b. Approve Amendment to Board Policy and Administrative Regulation 3230 Federal Grant Funds

Board updated to reflect NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506), effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"). Policy reflects an amendment to the Uniform Guidance which extends the timeframe for submitting the final performance report from 90 to 120 calendar days after the ending date of the grant. Regulation updated to reflect NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506), effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Uniform Guidance. Regulation reflects amendments to the Uniform Guidance which (1) extend the timeframe for paying all obligations of federal funds from 90 to 120 calendar days after the end of the funding period; (2) require districts to give a preference to the purchase, acquisition, or use of goods, products, or materials from the United States as practicable; and (3) increase the threshold for "micro-purchases" and "small purchases" that qualify for simplified procurement procedures. Regulation also adds the requirement to provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. Section on "Personnel" revised to (1) add the district's responsibility to check employee records and ensure that the charges are accurate, allowable, and properly allocated and (2) clarify the documentation requirements for employees whose salary is paid with state or local funds but is used to meet a cost-sharing or matching requirement of the federal grant.

c. Approve Amendment to Administrative Regulation 3311.2 Lease-Leaseback Contracts

Administrative Regulation updated to (1) include the maximum term for the lease-leaseback contract as specified in law, (2) reflect the requirement for site and plan approval prior to entering into an agreement, (3) add optional language for a board resolution declaring the intent to enter into a lease-leaseback contract, and (4) move evaluation criteria into the list of items that must be included in the request for sealed proposals. Regulation also reflects NEW LAW (AB 2311, 2020) which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements.

d. Approve Amendment to Administrative Regulation 3311.3 Design-Build Contracts

Administrative Regulation updated to reflect NEW LAW (AB 2311, 2020) which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements. Regulation also adds a definition of "skilled and trained workforce," and describes the district's responsibilities if the contractor fails to demonstrate compliance with these requirements.

e. Approve Amendment to Administrative Regulation 3320 Claims and Actions Against the District

Administrative Regulation updated to add introductory information explaining the procedures that may be used to file a claim for money or damages against the district depending on the cause of action. Section on "Time Limitations" reorganized and clarified, especially with regard to the time limits for claims related to causes of actions which are excepted from the Government Claims Act, are not governed by any other claim presentation statute or regulation, and are addressed through procedures established by the district. Regulation also reflects NEW LAW (SB 1473, 2020) which allows a person to submit a claim, amendment to a claim, or application for a late claim by electronic means, if so authorized by a board resolution, in which case the subsequent notices provided by the district must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

f. Review Recently Amended Board Policies and Administrative Regulation 5141.31 Immunizations, Deleted Board Policy 6157 Distance Learning, and Board Policy and Administrative Regulation 6158 Independent Study

Policies and Regulations were updated at a special meeting held on July 25, 2021. Board requested that these are brought back for discussion at this meeting.

VII. INFORMATION ITEMS

- 1. Monthly Cash Flow Report**
- 2. Monthly Measure S Status Report**
- 3. Monthly General Fund Budget Report**

VIII. FUTURE AGENDA ITEMS

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

IX. OPEN DISCUSSION

X. ADJOURNMENT:

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

MINUTES OF REGULAR BOARD MEETING 6-22-2021 #1037
BOARD OF EDUCATION

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mr. Allen Rosen, called the regular meeting to order at 4:33 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park. Executive Order N-29-20 that, in part, authorized governing boards to hold public meetings via teleconference. Governing boards must still provide advance notice of each public meeting in accordance with the Brown Act and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe the meeting and/or to address the governing board on agenda and non-agenda items.

Members of the public were able to observe the meeting using a published live stream link. Members of the public were able to submit public comments via an online form before the board meeting as well as via email during the meeting as outlined in the Agenda.

BOARD PRESENT

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

STAFF PRESENT

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

BOARD ABSENT

None

PUBLIC COMMENTS

None

ADJOURN TO CLOSED SESSION

Board President, Allen Rosen reported that in Closed Session the Board would be discussing:

1. **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE:** Government Code Section 54957
2. **PUBLIC EMPLOYEE EMPLOYMENT:** Extended School Year (ESY) Instructional Assistants II Special Education, ESY Instructional Assistants III Behavior, ESY Behavior Specialist, Walk-On-Coaches, Accounting Assistant II Substitute, Health Services Technician Summer Programs, Office Managers Summer Program, Summer School Campus Supervisors, Summer School Site Leader, Summer School Custodians, College and Career Technician – Part-time, Extended Care Site Leader – Medea Creek Middle School, Instructional Assistants I Literacy and Numeracy, Instructional Assistants I Literacy/Reading, Instructional Assistants II – Special Education, Summer School Instructional Assistant II – Special Education, Campus Supervisor, Health Services Technician, Instructional Assistants II – Special Education, Instructional Assistant II – Special Education Substitute, Instructional Assistants III Behavior, Social Emotional Specialist, Elementary Teachers, Secondary Counselor – Oak Park High School, Teacher on Special Assignment – Technology, Lead Teacher on Special Assignment Technology, Math/Science Teacher – Oak View High School, ESY Nurse, ESY Elementary Teachers, ESY Speech Language Teacher, Summer School Remediation Teachers, Dean of

Students, Medea Creek Middle School, Principal, Brookside Elementary School, Principal, Oak Park High School

3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Principals, Directors

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Superintendent

New Superintendent Goals Setting Discussion

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

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mr. Allen Rosen, called the regular meeting to order at 6:08 p.m.

BOARD PRESENT

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

BOARD ABSENT

Charlotte Robertson, Student Board Member

STAFF PRESENT

Dr. Tony Knight, Superintendent, Dr. Jeff Davis, Incoming Superintendent, Mr. Adam Rauch, Assistant Superintendent, Business Services, Mr. Stew McGugan, Assistant Superintendent, Human Resources, Dr. Jay Greenlinger, Director of Curriculum and Instruction, Mr. Byron Jones, Director of Fiscal Services, and Mrs. Ragini Aggarwal, Executive Assistant and Communications Coordinator.

FLAG SALUTE

Allen Rosen led the Pledge of Allegiance to the Flag.

REPORT ON CLOSED SESSION

The Board took no action in closed session at this meeting.

ADOPTION OF AGENDA

On motion of Denise Helfstein, seconded by Drew Hazelton, the Board of Education pulled items B.4.a. and B.4.b. from the agenda for this meeting and adopted the rest of agenda as presented. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent - 0.

PUBLIC SPEAKERS

There were no public speakers.

OPEN COMMUNICATIONS/PRESENTATIONS

The Board recognized the following Oak Park High School, teams:

- **Girls Golf Team and Coach** – 2020-2021 League and CIF Division 3 Champions

- **Track Athletes and Coach** - 2020-2021 Individual and team League Champions. Kymara Brodie won the league and CIF Division 3 100-meters championship.

Tim Chevalier, Athletic Director shared the accomplishment of the Oak Park High School Girls Golf and Track Team and the Board recognized the athletes and coaches of both of these teams. Coach Donn James and Coach Steve White spoke about each athlete and their accomplishments.

REPORT FROM BOARD MEMBERS

This was Dr. Knight's last Board meeting before his retirement on June 30th.

Board Member Derek Ross congratulated all the athletes who were recognized tonight. Derek thanked the schools for organizing amazing culmination and graduation ceremonies to see all the students walk in person at these events. Derek thanked all the teachers, staff, and administrators for making it through a challenging year.

Board Member Drew Hazelton congratulated all the coaches and athletes who were recognized tonight. Drew also congratulated the teachers and staff for getting through a challenging year. Drew congratulated the three new principals. Drew wished Dr. Knight all the best on his retirement and expressed his appreciation for his service, drive, and forward-thinking.

Board Member Tina Wang congratulated all the students and coaches on their accomplishments. Tina congratulated all of the graduating students and staff for making it through during this difficult year. Tina thanked Dr. Knight for his service and expressed her how great it was for her to get to work with him even though it was for a short time as a new board member.

Denise Helfstein congratulated the Oak Park High School Boys coaches and athletes. Denise expressed how much she enjoyed hearing the coaches speak about their athletes. Denise expressed how wonderful it was for her to attend the culmination and graduations in person. Denise reported that she attended the DELAC meeting. Denise thank Dr. Knight for his years of service and expressed that the whole community owed Dr. Knight a debt of gratitude for his dedication and commitment to the District and the community of Oak Park.

Board President, Allen Rosen expressed his appreciation to attend and see all the culminations and graduations in person this year. Allen reported that he attended the Oak Park Education Foundation Meeting last night. Allen expressed his appreciation and gratitude for Dr. Knight's service to the District and the students and staff. Allen shared that a plaque and bench will be installed along the pathway in front of the I-buildings at Oak Park High School as a dedication for Dr. Knight's 17 years of service as Superintendent of the District. The Board of Education, Cabinet, and District Leadership team are covering the cost of the dedication plaque and the bench.

Superintendent Tony Knight thanked the Board for their service and shared that this was his last board meeting and he was confident that the direction the District is going is the right direction and he was confident that the district and the Board would continue to be doing great things. Dr. Knight gave each Board member a copy of the new book *Schools that Heal* and made departing remarks of gratitude to the Board and the entire staff and learning community. Dr. Knight pointed out that the Land Acknowledgement statement was included in the Board Agenda tonight. Dr. Knight asked Adam Rauch, Assistant Superintendent of Business Services to provide an update on the turf field at the high school. Adam reported that the crew would be back in July to redo the turf and we are on track for completion of the field by July 26th. In the meantime, the coaches have made provisions for practicing at other locations in the District.

Russ Peters, President of Oak Park Teachers Association thanked Dr. Knight on behalf of the staff all the best on his retirement.

REPORT FROM OAK PARK EDUCATION FOUNDATION(OPEF)

Scott Star, chair of OPEF thanked Dr. Knight for his service and wished him luck on his retirement. Scott shared that there will be more information on upcoming events and the new school year.

B.1. CONSENT AGENDA

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

- a. [Approve Minutes of Regular Board Meeting May 18, 2021 and Special Meeting held on June 15, 2021](#)
- b. [Approve Public Employee/Employment Changes 01CL25018-01CL25116 & 01CE10776-01CE10886](#)
- c. [Ratify Purchase Orders - May 1 – May 31, 2021](#)
- d. [Approve Clinical Education Internship Agreement with School of Health Professions with University of Alabama at Birmingham](#)
- e. [Approve Renewal Agreement with Ventura County Office of Education For 2021-2022 Escape Financial and Payroll/Personnel System Services](#)
- f. [Approve Resolution No. 2021-09, Appropriation and Budgeted Transfers Fiscal Year 2021-2022](#)
- g. [Approve Resolution No. 2021-10, Temporary Loans Between District Funds for Fiscal Year 2021-2022](#)
- h. [Approve Resolution No. 2021-11, Year End Budget and Interfund Transfers for Fiscal Year 2020-2021](#)
- i. [Approve Resolution No. 2021-12, Authority to Improve Compensation for Certain Categories of Employees After July 1, 2021](#)
- j. [Approve California School Board Association Membership Dues \(\\$9,475\) and Education Alliance Membership Dues \(\\$2,369\) and Gamut Online Policy Services \(\\$2,810\)](#)
- k. [Approve Facility Use by Religious Organization](#)
- l. [Approve the Disposal of Obsolete or Surplus Instructional Materials, Books, and/or Library Books](#)
- m. [Approve Notice of Completion for Measure S Project 21-02S Entry Sign at Medea Creek Middle School](#)

B2. BUSINESS SERVICES

- a. [Accept Oak Park Citizens' Oversight Committee 2020 Annual Reports for Measures C6, R, and S](#)

As required by its bylaws, the seven-member Board-appointed committee met four times this school year, with one subcommittee for the report writing. Soyon Hardy, a Citizens Oversight Committee member, presented the reports for the 2019-2020 fiscal year to the board. The COC found all expenditures from the Bond measures to be appropriate.

On motion of Tina Wang, seconded by Denise Helfstein, the Board of Education accepted the Oak Park Citizens' Oversight Committee 2020 Annual Reports for Measures C6, R, and S. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent - 0.

- b. [Approve the 2021-2022 Oak Park Unified School District Local Control and Accountability Plan](#)

The Board held a public hearing and discussion on the LCAP at the June 15th Special meeting. At the Public Hearing and Discussion board reviewed the LCAP in detail and recommended revisions. The revised LCAP was shared with the District's English Language

Advisory Committee (DELAC) and the LCAP committee and presented by Dr. Jay Greenlinger at this meeting prior to Board adoption.

On motion of Drew Hazelton, seconded by Denise Helfstein, the Board of Education approved the 2021-2022 Oak Park Unified School District Local Control and Accountability Plan. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

c. [Approve the 2021-2022 Oak Park Unified School District Annual Budget](#)

The Board held a public hearing and discussion on the Budget at the June 15th Special meeting, where the Board heard a detailed presentation about the Budget. Since the Public Hearing and Discussion, there were no revisions to the budget. Mr. Adam Rauch presented a quick overview of the budget at this meeting prior to adoption.

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education approved the 2021-2022 Oak Park Unified School District Local Control and Accountability Plan. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

d. [Approve 2021-2022 Employee Health Benefit Plans](#)

On motion of Denise Helfstein, seconded by Drew Helfstein, the Board of Education approved the 2021-2022 Employee Health Benefit Plans. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

e. [Approve Interdistrict Transfer Memorandum of Understanding with Ventura County Districts](#)

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education approved the Interdistrict Transfer Memorandum of Understanding with Ventura County Districts. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

f. [Accept 2019-2020 Audit Reports for Auxiliary Organizations Oak Park Athletic Booster Club and Oak Park Performing Arts Alliance](#)

The audit involved reviewing documentation supporting bank accounts, tax filings, and fundraising activities. The audit resulted in no findings.

On motion of Drew Hazelton, seconded by Derek Ross, the Board of Education accepted 2019-2020 Audit Reports for Auxiliary Organizations Oak Park Athletic Booster Club and Oak Park Performing Arts Alliance. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

g. [Approve Resolution No. 2021-13 Authorizing the Establishment of Fund 08 as Associate Student Body Fund](#)

On motion of Denise Helfstein, seconded by Tina Wang, the Board of Education approved Resolution No. 2021-13 Authorizing the Establishment of Fund 08 as Associate Student Body Fund. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

h. [Approve Acceptance of Donation](#)

Mr. Brad Benioff generously donated a bass Trombone to the Medea Creek Middle School Band Program. The Board accepted the donation with gratitude.

On motion of Drew Hazelton, seconded by Denise Helfstein, the Board of Education approved Acceptance of Donation. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

B3. CURRICULUM AND INSTRUCTION

a. [Approve Instructional Materials for Expository Reading and Writing Course at Oak View High School](#)

On motion of Derek Ross, seconded by Drew Hazelton, the Board of Education approved

Instructional Materials for Expository Reading and Writing Course at Oak View High School. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

b. Approve Ventura County Plan for Expelled Pupils Triennial Update

On motion of Denise Helfstein, seconded by Drew Hazelton, the Board of Education approved Ventura County Plan for Expelled Pupils Triennial Update. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

c. Approve 2021-2022 School Handbooks/Discipline Plans

On motion of Denise Helfstein, seconded by Tina Wang, the Board of Education approved all school handbooks for the 2021-2022 school year except for the Oak Park High School Handbook. Board recommended that staff work with the OPHS to revise the handbook with the recommended changes and bring it back for approval to the special board meeting in July. The Board also recommended that the staff develop a streamlined discipline handbook that is consistent across all school sites and bring it for approval in March or April for the following year. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

d. Approve Submitting of Consolidated Application for Categorical Aid Programs – 2021-2022

On motion of Denise Helfstein, seconded by Drew Hazelton, the Board of Education Approve Submitting of Consolidated Application for Categorical Aid Programs – 2021-2022. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

B4. HUMAN RESOURCES

Items B.4.a and B.4.b were pulled when the agenda was adopted.

c. Establish New Classified Service Position – Department Secretary – Student Nutrition Program and approve Job Description and Placement on Salary Schedule

On motion of Drew Hazelton, seconded by Tina Wang, the Board of Education established New Classified Service Position – Department Secretary – Student Nutrition Program and approve Job Description and Placement on Salary Schedule. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

d. Approve Revised Number of Workdays for the Classified Position of Office Manager I

On motion of Derek Ross, seconded by Tina Wang, the Board of Education approved Revised Number of Workdays for the Classified Position of Office Manager I. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

e. Approve Revised Number of Workdays for the Classified Positions of Cook and Food Services Manager

On motion of Drew Hazelton, seconded by Allen Rosen, the Board of Education approved Revised Number of Workdays for the Classified Positions of Cook and Food Services Manager. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

f. Approve Memorandum of Understanding with Oak Park Classified Association to Reclassify Grade Levels Instructional Assistants to Literacy and Numeracy Assistants

On motion of Tina Wang, seconded by Allen Rosen, the Board of Education approved Memorandum of Understanding with Oak Park Classified Association to Reclassify Grade Levels Instructional Assistants to Literacy and Numeracy Assistants. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

g. Approve Memorandum of Understanding with Oak Park Teachers Association Regarding Summer School Remediation and Extended School Year Services

On motion of Drew Hazelton, seconded by Tina Wang, the Board of Education approved Memorandum of Understanding with Oak Park Teachers Association Regarding Summer School Remediation and Extended School Year Services. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

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

Board President, Allen Rosen opened the public hearing at 7:44 pm. There were no public comments submitted. The public hearing was closed at 7:45 pm.

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

B5. BOARD

a. Approve Certification of Signatures for 2021-2022 School Year

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education approved Certification of Signatures for 2021-2022 School Year. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

b. Review and Discuss Progress on 2020-2021 District Goals

At its October 28, 2020 special meeting, the Board of Education approved the 2020-2021 District Goals. At this meeting, the Board reviewed the progress made towards these goals. This document will be used as a reference when the Board develops District Goals for the 2021-2022 school year at their special Board Retreat meeting to be held in July 2021.

B6. BOARD POLICIES

a. Approve Amendment to Board Policy 4140/4240/4340 Bargaining Units

On motion of Derek Ross, seconded by Denise Helfstein, the Board of Education approved the amendment to Board Policy 4140/4240/4340 Bargaining Units as first and final reading. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

b. Approve Amendment to Board Policy and Administrative Regulation 5126 Awards for Achievement

On motion of Drew Hazelton, seconded by Derek Ross, the Board of Education approved the amendment to Board Policy and Administrative Regulation 5126 Awards for Achievement as first and final reading. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

c. Approve Amendment to Board Policy 6146.1 High School Graduation Requirements

On motion of Allen Rosen, seconded by Denise Helfstein, the Board of Education approved the amendment to Board Policy 6146.1 High School Graduation Requirements as first and final reading. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

d. Approve Amendment to Board Policy, Administrative Regulation and Exhibit 6146.2 Certificate of Proficiency/High School Equivalency

On motion of Tina Wang, seconded by Denise Helfstein, the Board of Education approved the amendment to Board Policy Administrative Regulation and Exhibit 6146.2 Certificate of Proficiency/High School Equivalency as first and final reading. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

e. Approve Amendment to Board Policy and Administrative Regulation 6020 Parental Involvement

On motion of Drew Hazelton, seconded by Denise Helfstein, the Board of Education approved the amendment to Board Policy and Administrative Regulation 6020 Parental Involvement as first and final reading. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

VIII. OPEN DISCUSSION

1. Select Date of Special Board Meeting Board Retreat

Board selected July 6th as a Special Closed Session Meeting and July 25 as the Board Retreat and Special Board Meeting.

On motion of Derek Ross, seconded by Tina Wang, there being no further business before this Board, the Regular meeting held on June 22, 2021 is declared adjourned at 7:56 p.m.

Date

President of the Board

Date

Clerk or Secretary of the Board

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

7-6-2021 #1038

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mr. Allen Rosen, called the special meeting to order at 6:04 p.m. at Oak Park Unified School District, Conference Room, 5801 Conifer Street, Oak Park CA 91377. Pursuant to Governor Newsom's Executive Order N-29-20 in regard to the COVID-19 Pandemic, special procedures will be followed for this board meeting. Members of the public will have the right to observe the meeting and offer public comment on items on the agenda as provided on page 2 of this agenda before the Board recesses into closed session.

FLAG SALUTE

Allen Rosen led the Pledge of Allegiance to the Flag.

BOARD PRESENT

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

BOARD ABSENT

None

STAFF PRESENT

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

ADOPTION OF AGENDA

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

PUBLIC COMMENTS

None

ADJOURN TO CLOSED SESSION

Board President, Allen Rosen reported that in Closed Session the Board would be discussing:

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Superintendent
Superintendent Goals Setting Discussion

The Board adjourned to Closed Session at 6:05 p.m.

There being no further business before this Board, the special meeting is declared adjourned at 8:21 p.m.

Date

President of the Board

Date

Clerk or Secretary of the Board

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

7-25-2021 #1039

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mr. Allen Rosen, called the special meeting to order at 8:40 a.m. at Oak Park High School, G9, 899 Kanan Road, Oak Park CA 91377. The Board room was open to the public and members of the public were able to attend the meeting in person.

FLAG SALUTE

Allen Rosen led the Pledge of Allegiance to the Flag.

BOARD PRESENT

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

BOARD ABSENT

None

STAFF PRESENT

Dr. Jeff Davis, Superintendent and Mr. Stew McGugan, Assistant Superintendent, Human Resources, Mr. Adam Rauch, Assistant Superintendent Business Services, Dr. Jay Greenlinger, Director of Curriculum and Instruction, and Mrs. Ragini Aggarwal, Executive Assistant and Communications Coordinator.

REPORT OF CLOSED SESSION ACTIONS TAKEN AT THE JULY 6, 2021

The Board took no action in closed session at the July 6, 2021 meeting.

ADOPTION OF AGENDA

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

PUBLIC COMMENTS

None

OPEN SESSION

A. HUMAN RESOURCES

1. [Establish New Classified Service Position – Instructional Assistant III Music and Approve Associated Job Description and Placement on Salary Schedule](#)

On motion of Derek Ross, seconded by Tina Wang, the Board of Education established New Classified Service Position – Instructional Assistant III Music and approved Associated Job Description and Placement on Salary Schedule. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

2. [Establish New Classified Service Position – Instructional Assistant III Art and Approve Associated Job Description and Placement on Salary Schedule](#)

On motion of Denise Helfstein, seconded by Drew Hazelton, the Board of Education established New Classified Service Position – Instructional Assistant III Art and approved Associated Job Description and Placement on Salary Schedule. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

3. [Establish New Certificated Position Elementary Literacy and Numeracy Intervention Teacher Approve Associated Job Description and Salary](#)

On motion of Tina Wang, seconded by Drew Hazelton, the Board of Education established New Certificated Position Elementary Literacy and Numeracy Intervention Teacher and approved

Associated Job Description and Salary. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

4. Establish New Certificated Position DK-12 Virtual Teacher and Approve Associated Job Description

On motion of Derek Ross, seconded by Drew Hazelton, the Board of Education established New Certificated Position DK-12 Virtual Teacher and approved Associated Job Description. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

B. CURRICULUM AND INSTRUCTION

1. Approve 2021-2022 Oak Park High School Handbook/Discipline Plans

On motion of Derek Ross, seconded by Allen Rosen Hazelton, the Board of Education approved the 2021-2022 Oak Park High School Handbook/Discipline Plans with the recommended edits. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0.

C. BOARD POLICIES

1. Approve Amendment to Board Policy and Administrative Regulation 5141.31 Immunizations

2. Approve Deletion of Board Policy 6157 Distance Learning

3. Approve Amendment to Board Policy and Administrative Regulation 6158 Independent Study

On motion of Tina Wang, seconded by Denise Helfstein, the Board of Education approved the Board Policies, Administrative Regulation for items C.1 through C.3 as first and final reading. Motion carried Aye: Hazelton, Helfstein, Rosen, Ross, Wang. No - 0. Absent – 0. The Board requested that these three policies be brought back to the August 17, 2021 Regular meeting as information/discussion items.

On motion of Derek Ross, seconded by Allen Rosen, there being no further business before this Board, the Special meeting held on July 25, 2021 is declared adjourned at 9:25 a.m.

Date _____ President of the Board

Date _____ Clerk or Secretary of the Board

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

7-25-2021 #1040

CALL TO ORDER/MEETING PLACE

The Board of Education President, Mr. Allen Rosen, called the special meeting to order at 9:27 a.m. at Oak Park High School, G9, 899 Kanan Road, Oak Park CA 91377. The Board room was open to the public and members of the public were able to attend the meeting in person.

FLAG SALUTE

Allen Rosen led the Pledge of Allegiance to the Flag.

BOARD PRESENT

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

BOARD ABSENT

None

STAFF PRESENT

Dr. Jeff Davis, Superintendent and Mr. Stew McGugan, Assistant Superintendent, Human Resources, Mr. Adam Rauch, Assistant Superintendent Business Services, Dr. Jay Greenlinger, Director of Curriculum and Instruction, Mrs. Susan Roberts, Director of Pupil Services, Mr. Enoch Kwok, Director of Technology, Mr. Brad Benioff, Director of Student Support and School Safety, Mr. Brendan Callahan, Director of Bond Program, Sustainability, Maintenance and Operations, Mrs. Sara Ahl, Director of Extended Care Programs, and Mrs. Ragini Aggarwal, Executive Assistant and Communications Coordinator.

ADOPTION OF AGENDA

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

PUBLIC COMMENTS

None

OPEN SESSION

BOARD RETREAT

1. The Board reviewed and revised the 2021-2022 Moral Imperatives and District Goals
2. The Board reviewed and discussed the 2021-2022 District Communication Plan
3. The Board review and discussed Board Self Evaluation
4. The Board reviewed and revised 2021-2022 Board Goals
5. The Board reviewed and revised the 2021-2022 Governance Handbook

On motion of Derek Ross, seconded by Drew Hazelton, there being no further business before this Board, the Board Retreat held on July 25, 2021 is declared adjourned at 2:11 p.m.

Date

President of the Board

Date

Clerk or Secretary of the Board

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

SUBJECT B.1.b. APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

ISSUE: APPROVAL/RATIFICATION OF CLASSIFIED PERSONNEL ACTIONS

CONSENT

AUTHORIZATION TO HIRE

Number	Name	Position	Start Date	Fund	Salary	Site
CL25117	Kiyaan Vazirzadeh	Assistant Computer Support Technician	7/1/2021	General	\$15.39	DO
CL25118	Danielle White	ESY Instructional Assistant III Behavior	7/18/2021	Special Ed	\$22.52	Elementry
CL25119	Stacey Pisarcik	Summer School Campus Supervisor	7/23/2021	Summer Remediation	\$18.79	OHES
CL25120	Shannon Neville	Summer School Site Leader 5 days	7/23/2021	Summer Remediation	\$20.72	OHES
CL25121	Brittany Hanan	Extended Care Assistant Site Leader	7/26/2021	Fund 120	\$20.24	OHES
CL25122	Judy Gorman	Clerical Sub	8/1/2021	General	\$17.69	ROES
CL25123	Laura Kunesh	Clerical Sub	8/1/2021	General	\$17.69	ROES
CL25124	Simone Cohen	Clerical Sub	8/1/2021	General	\$17.69	ROES
CL25125	Stacy Watkins	Clerical Sub	8/1/2021	General	\$17.69	ROES
CL25126	Bertha Sandoval	Food Service Assistant I	8/2/2021	Fund 130	\$16.75	MCMS
CL25127	Dalila Santiago	Food Service Assistant I	8/2/2021	Fund 130	\$16.75	OPHS
CL25128	Jessica Wampler	Food Service Assistant I	8/2/2021	Fund 130	\$19.92	OPHS
CL25129	Suzanne Garay	Food Service Assistant I	8/2/2021	Fund 130	\$16.75	BES
CL25130	Yoovapha Potter	Food Service Assistant I	8/2/2021	Fund 130	\$19.92	OPHS
CL25131	Brigitte Shulze	Student Services Assistant I	8/2/2021	General	\$19.83	OHES
CL25132	Ashley Templin	Instructional Assistant I - PE	8/9/2021	General	\$16.36	ROES
CL25133	Colleen Schlatter	Instructional Assistant I L & N	8/9/2021	ELO	\$16.36	OHES
CL25134	Quinn Schlatter	Instructional Assistant I L & N	8/9/2021	ELO	\$17.31	OHES
CL25135	Brandon Heidt	Walk-On-Coach - Not to Exceed \$3,500	8/9/2021	Coaches, Athletics	TBD	OPHS
CL25136	Sabrina Ornelas	Department Clerk College/Career Center	8/11/2021	ELO	\$18.73	OPHS
CL25137	Carmen Rosales-Dominguez	Preschool Extended Care Asistant	8/11/2021	General	\$17.31	OPNS
CL25138	Danielle White	Instructional Assistant III - Behavior	8/9/21021	Special Ed	\$21.26	BES
CL25139	Prerna Mathur	Instructional Assistant I L & N	8/9/2021	ELO	\$20.57	BES
CL25140	Ylse Prieto	Instructional Assistant I L & N	8/10/2021	ELO	\$16.36	BES

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

SUBJECT B.1.b. APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

AUTHORIZATION TO PAY STIPEND

Number	Name	Position	Start Date	Fund	Salary	Site
CL25141	Eleazar Anzolega	Summer Conditioning Varsity Football Asst. Coach	6/1/2021	ASB Donations	\$1,200	OPHS
CL25140	Taylor Espinoza	Summer Conditioning Varsity Football Asst. Coach	6/1/2021	ASB Donations	\$1,700	OPHS
CL25141	John Eum	Summer Conditioning Varsity Football Asst. Coach	6/1/2021	ASB Donations	\$700	OPHS
CL25142	Martin Freel	Summer Conditioning Varsity Football Asst. Coach	6/1/2021	ASB Donations	\$1,500	OPHS
CL25143	David Gold	Summer Conditioning JV Football Head Coach	6/1/2021	ASB Donations	\$700	OPHS
CL25144	Pat Henggler	Summer Conditioning Varsity Football Asst. Coach	6/1/2021	ASB Donations	\$1,100	OPHS
CL25145	Mark Jacobs	Summer Conditioning Varsity Football Asst. Coach	6/1/2021	ASB Donations	\$700	OPHS
CL25146	Esteban Mendez	Summer Conditioning Varsity Football Asst. Coach	6/1/2021	ASB Donations	\$1,500	OPHS
CL25147	Nicholas Paul	Summer Conditioning Varsity Football Asst. Coach	6/1/2021	ASB Donations	\$1,500	OPHS
CL25148	Mike Puopolo	Summer Conditioning Varsity Football Asst. Coach	6/1/2021	ASB Donations	\$1,700	OPHS
CL25149	Kyle Shorten	Summer Conditioning Varsity Football Asst. Coach	6/1/2021	ASB Donations	\$1,200	OPHS
CL25150	Michael Thompson	Summer Conditioning Varsity Football Asst. Coach	6/1/2021	ASB Donations	\$700	OPHS
CL25151	Carin Chapin	Summer Conditioning Cross Country Asst. Coach	6/1/2021	ASB Donations	\$3,000	OPHS
CL25152	Larry O'Shea	Summer Conditioning Cross Country Asst. Coach	6/1/2021	ASB Donations	\$1,000	OPHS
CL25153	Greg Parrone	Summer Conditioning Cross Country Asst. Coach	6/1/2021	ASB Donations	\$3,000	OPHS
CL25154	Scott Shulze	Summer Conditioning Cross Country Asst. Coach	6/1/2021	ASB Donations	\$2,000	OPHS
CL25155	Donn James	Summer Conditioning Girls Soccer Asst Coach	6/1/2021	ASB Donations	\$3,000	OPHS

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

SUBJECT B.1.b. APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

AUTHORIZATION TO PAY STIPEND

Number	Name	Position	Start Date	Fund	Salary	Site
CL25156	Mark Zeolla	Summer Conditioning Girls Soccer Asst Coach	6/1/2021	ASB Donations	\$3,000	OPHS
CL25157	Harold Hale	Summer Conditioning Boys Basketball Asst. Coach	6/1/2021	ASB Donations	\$1,900	OPHS
CL25158	A.J. Moye	Summer Conditioning Boys Basketball Asst. Coach	6/1/2021	ASB Donations	\$2,100	OPHS
CL25159	Ryan Yeager	Summer Conditioning Boys Basketball Asst. Coach	6/1/2021	ASB Donations	\$2,200	OPHS
CL25160	Freddy Rivera	Summer Conditioning Boys Basketball Asst. Coach	6/1/2021	ASB Donations	\$1,600	OPHS
CL25161	Tianna Sondergoth	Summer Conditioning Cheer Head Coach	6/1/2021	ASB Donations	\$2,500	OPHS
CL25162	Samone Rankins	Summer Conditioning Cheer Asst. Coach	6/1/2021	ASB Donations	\$1,500	OPHS
CL25163	Eric Varney	Summer Conditioning Boys Volleyball Head Coach	6/1/2021	ASB Donations	\$2,500	OPHS
CL25164	Carl Joyce	Summer Conditioning Boys/Girls Tennis Head Coach	6/1/2021	ASB Donations	\$2,000	OPHS
CL25165	Mark Zhuravlev	Summer Conditioning Boys Soccer Head Coach	6/1/2021	ASB Donations	\$2,500	OPHS
CL25166	Shey Philmore	Summer Conditioning Girls Volleyball Head Coach	6/1/2021	ASB Donations	\$3,000	OPHS
CL25167	Sierra Cavalleri	Summer Conditioning Girls Volleyball Asst. Coach	6/1/2021	ASB Donations	\$1,500	OPHS
CL25168	Stacey Johnson	Summer Conditioning Dance Head Coach	6/1/2021	ASB Donations	\$1,000	OPHS
CL25169	Destiny Ridge	Summer Conditioning Dance Asst. Coach	6/1/2021	ASB Donations	\$1,000	OPHS
CL25170	Doris Park	Summer Conditioning Girls Basketball Head Coach	6/1/2021	ASB Donations	\$2,000	OPHS
CL25171	Partick Otte	Post Season Boys Varsity Soccer Head Coach	5/13/2021	ASB Donations	\$100	OPHS
CL25172	Donn James	Post Season Boys Girls Golf Head Coach	5/13/2021	ASB Donations	\$300	OPHS

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

SUBJECT B.1.b. APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

IN-SERVICE CHANGE

Number	Name	Change	Effective Date	Fund	Salary	Site
CL25173	Julie St Amand	Accounting Assistant II LOA	6/10/2021	General	\$26.90	DO
CL25174	Abimael Cortes Carrillo	Grounds Maintenance Worker from Sub Custodian	7/26/2021	General	\$24.65	DO
CL25175	Laura Rosen	Student Services Assistant I Increase in Hrs	8/1/2021	General	\$21.02	OHES
CL25176	Shannon Konefal	Library/Media Technician from IA I Literacy	8/2/2021	General	\$23.41	MCMS
CL25177	Sheryl Lee	Inceadse in hrs to 18.75	8/2/2021	Fund 130	\$19.92	OPHS
CL25178	Jacob Hershko	Instructional Assistant III Behavior frm IA IISpEd	8/9/2021	Special Ed	\$21.26	ROES
CL25179	Shannon Neville	Assistant Site Leader Club Oak Park frm IA I PE	8/9/2021	Fund 120	\$21.26	BES
CL25180	Laila Robinson	Campus Supervisor Return from LOA	8/9/2021	General	\$19.92	OPHS
CL25181	Margaret Edison	Health Tech from Campus Supervisor	8/4/2021	ELO	\$22.28	DO
CL25182	Maureen Winter	Student Services Assistant I from SSAI SUB	8/9/2021	General	\$22.28	BES
CL25183	Suzanne D'Ascoli	Instructional Assistant III - ELL SUB frm Reg	8/9/2021	General	\$24.98	OPHS

SEPARATION

Number	Name	Position	Effective Date	Separation Type	Salary	Site
CL25184	Amy Ballen	Instructional Assistant I DK/Art	6/28/2021	Resignation	\$20.57	OHES
CL25185	Arlene Fleishman	Food Service Assistant I	7/13/2021	Retired	\$19.92	OPHS
CL25186	Victoria Warren	Instructional Assistant II - SpEd	7/22/2021	Resignation	\$22.28	ROES
CL25187	Gail Rosenberg	Instructional Assistant I L&N	7/23/2021	Resignation	\$20.37	BES
CL25188	Manju Nair	Instructional Assistant I Math	7/23/2021	Resignation	\$20.57	BES
CL25189	Kelsey Dunn	Instructional Assistant II - SpEd	7/23/2021	Resignation	\$19.83	BES
CL25190	Kylie Kelleher	Instructional Assistant II - SpEd +30 hrs	7/23/2021	Resignation	\$23.89	OPHS
CL25191	Christine Faile	Food Service Assistant I	7/26/2021	Resignation	\$19.92	OPHS
CL25192	Christine Reale	Instructional Assistant I L&N	7/29/2021	Resignation	\$20.57	BES
CL25193	Garrett Kimmel	Campus Supervisor	8/5/2021	Resignation	\$15.83	BES
CL25194	Heidi Monroe	Instructional Assistant II SpEd	8/13/2021	Resignation	\$22.28	MCMS

Prepared by: Stewart McGugan Assistant Superintendent, Human Resources

Respectfully Submitted,

Jeff Davis, Ed.D
Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
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	
01CE10887	Makena Whitaker	Elementary Teacher - Temp	8/6/2021	General	BES	
01CE10888	Nicole Standing	Elementary Teacher - Temp	8/6/2021	General	BES	
01CE10889	Andrea Lanter	Counselor	8/2/2021	General	OPHS	
01CE10890	Julie Cho	ASL Teacher - Temp	8/6/2021	General	OPHS	
01CE10891	Raymond Gonzales	Science Teacher	8/6/2021	General	MCMS	
01CE10892	Ilana Sweet	0.5 Teacher - Temp	8/6/2021	General	OPIS	
01CE10893	Katie White-Lague	0.5 Teacher - Temp	8/6/2021	General	OPIS	
01CE10917	Rachel LaGore	Summer School Remediation	07/26/2021	General	OHES	
01CE10918	Stacy Dishlip	Summer School Remediation	07/20/2021	General	OHES	
01CE10919	Julie Matthews	Summer School Remediation	07/20/2021	General	OHES	
01CE10920	Buffy Quinn	Summer School Remediation	06/03/2021	General	OHES	
01CE10921	Jenny Charrett	OPHS Summer School Remediation	June 2021	General	OPHS	
01CE10922	Russ Peters	OPHS Summer School Remediation	June 2021	General	OPHS	
01CE10923	Erik Amerikaner	OPHS Summer School Remediation	June 2021	General	OPHS	
01CE10924	Anna Mendez	OPHS Summer School Remediation	June 2021	General	OPHS	

AUTHORIZATION TO PAY STIPEND

Number	Name	Position	Start Date	Fund	Salary	Site
01CE10925	Barbie Lee	RWW Coach	08/06/2021	LCAP Goal 2.2	\$3,000.00	BES
01CE10926	Cindy Stephens	RWW Coach	08/06/2021	LCAP Goal 2.2	\$3,000.00	BES
01CE10927	Kate Gregg	RWW Coach	08/06/2021	LCAP Goal 2.2	\$3,000.00	ROES
01CE10928	Kathy Strong	RWW Coach	08/06/2021	LCAP Goal 2.2	\$3,000.00	ROES
01CE10929	Eva Novak	RWW Coach	08/06/2021	LCAP Goal 2.2	\$3,000.00	OHES
01CE10930	Ericka Jauchen	RWW Coach	08/06/2021	LCAP Goal 2.2	\$3,000.00	OHES
01CE10931	Kim Connelly	Math Intervention	08/09/2022	ELO Strategy 2	\$10,000.00	MCMS
01CE10932	Brittany Ulloa	Math Intervention	08/09/2021	ELO Strategy 2	\$10,000.00	MCMS
01CE10933	Cheryl DiSpralto	AP Proctor	05/10/2021	Donation	\$600.00	OPHS
01CE10934	John Austin	AP Proctor	05/14/2021	Donation	\$120.00	OPHS
01CE10935	Christina Lovejoy	AP Proctor	05/03/2021	Donation	\$720.00	OPHS
01CE10936	Cindy Flashner	AP Proctor	05/03/2021	Donation	\$1,080.00	OPHS
01CE10937	Jennifer Hankins	AP Proctor	04/19/2021	Donation	\$180.00	OPHS
01CE10938	Aaron Shaw	Post Season Head Boys Basketball Coach	05/13/2021	ASB Donation	\$200.00	OPHS
01CE10939	Steve White	Post Season Head Coach Track	05/13/2021	ASB Donation	\$200.00	OPHS
01CE10940	Susan Allen	Research & Online List Creation	07/01/2021	CSI	\$4,089.50	OVHS
01CE10941	Ty De Long	Curriculum Writing (Language Arts)	2021-2022	LCAP Goal 4.4	\$2,000.00	OPIS
01CE10942	Ty De Long	Curriculum Writing (History)	2021-2022	LCAP Goal 4.4	\$2,000.00	OPIS

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
SUBJECT: B.1.b. APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT
ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS

CONSENT

IN-SERVICE CHANGE

Number	Name	Change	Effective Date	Fund	Site	
01CE10943	Susan Roberts	Increase in days (210-222)	07/01/2021	General	SPED	
01CE10944	Gracie Jerrems	Step Increase (transcripts received)	08/06/2021	General	OPNS	
01CE10945	Whitney Moran	Step Increase (transcripts received)	08/06/2021	General	ROES	
01CE10946	Lacey Concepcion	Step Increase (transcripts received)	08/06/2021	General	ROES	
01CE10947	Katheleen Grossman	LOA	2021-2022	General	BES	
01CE10948	Michelle Varju	LOA	2021-2022	General	BES	
01CE10949	Sara Lipkin	Return from LOA (0.5 FTE)	08/06/2024	General	BES	
01CE10950	Elaine Roesner	Increase 0.6 to 0.8 (0.2 OPHS)	08/06/2021	General	MCMS	
01CE10951	Kathy Mosley	Increase 1.0 - 1.2 FTE	08/06/2021	General	MCMS	
01CE10952	Kim Johnson	Increase 1.0 - 1.2 FTE	08/06/2021	General	MCMS	
01CE10953	Catherine Steiner	Increase 0.6 - 1.0 FTE	08/06/2021	General	MCMS	
01CE10954	Donna Watts	Increase 0.4 - 0.6 FTE	08/06/2021	General	MCMS	
01CE10955	Katie Wilsker	Pregnancy Disability Leave (PDL)	08/09/2021	General	MCMS	
01CE10956	Shandi Noble	Long Term Substitute for PDL	08/06/2021	General	MCMS	
01CE10957	Catherine Lory	Medical Leave	08/06/2021	General	OPHS	
01CE10958	Steve White	Increase 1.0 - 1.2 FTE (0.2 OPHS)	08/06/2021	General	OPHS	
01CE10959	Casey Webb	Increase 1.0 - 1.2 FTE (0.2 OPHS)	08/06/2021	General	OPHS	
01CE10960	Kim Villapando	Step Increase (transcripts received)	08/06/2021	General	OPHS	
01CE10961	Jessica Wall	Step Increase (transcripts received)	08/06/2021	General	OPHS	
01CE10962	Erik Amerikaner	Increase 1.0 - 1.1 FTE	08/06/2021	General	OPHS	
01CE10963	Victor Anderson	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10964	Zachary Borquez	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10965	Kathleen Bowman	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10966	Lisa Bregar	Decrease 1.0 - 0.8 FTE	08/06/2021	General	OPHS	
01CE10967	Jenny Charrett	Increase 1.0 - 1.1 FTE	08/06/2021	General	OPHS	
01CE10968	Timothy Chevalier	Increase 1.0 - 1.1 FTE	08/06/2021	General	OPHS	
01CE10969	Ian Fullmer	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10970	Zalao Goiri Virto	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10971	Jennifer Hankins	Increase 0.6 - 0.8 FTE	08/06/2021	General	OPHS	
01CE10972	Allison Kerr	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10973	Kathryn Klamecki	Increase 1.0 - 1.1 FTE	08/06/2021	General	OPHS	
01CE10974	Anastasia Kokiousis	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10975	Troy Labnow	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10976	Anna Mendez	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10977	Robin Midiri	Increase 1.0 - 1.1 FTE	08/06/2021	General	OPHS	
01CE10978	Antoni Peluce	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10979	Russell Peters	Increase 1.0 - 1.05 FTE	08/06/2021	General	OPHS	
01CE10980	Allan Prescott	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10981	Eric Pryor	Increase 1.0 - 1.1 FTE	08/06/2021	General	OPHS	
01CE10982	Kathleen Rohlf's-Leggett	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10983	Aaron Shaw	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10984	David Sloan	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10985	Winnie Sloan	Increase 1.0 - 1.2 FTE	08/06/2021	General	OPHS	
01CE10986	Janet Svoboda	Increase 1.0 - 1.1 FTE	08/06/2021	General	OPHS	
01CE10987	Jan Willis	Decrease 1.0 - 0.6 FTE	08/06/2021	General	OPHS	

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
SUBJECT: B.1.b. APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT
ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS

CONSENT

SEPARATION

Number	Name	Position	Effective Date	Separation	Site	
01CE10988	Ranju Matson	end LT counseling position	06/30/2021	End Contract	MCMS	

Prepared by: Stewart McGugan Assistant Superintendent, Human Resources

Respectfully Submitted,

Jeff Davis, Ed.D.
Superintendent

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
SUBJECT: B.1.c. RATIFY PURCHASE ORDERS – JUNE 1 THROUGH JULY 31, 2021

CONSENT

ISSUE: Shall the Board ratify the following purchase orders issued for the period June 1 through July 31, 2021?

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 June 1 through July 31, 2021.

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

BOARD POLICY: Pursuant to Board Policy 3300 - 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
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

Includes Purchase Orders dated 06/01/2021 - 07/31/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
010-4100	Approved Textbooks and Core Curriculum				
P22-00012	Illuminate Education, Inc.	005	21/22 Fastbridge Licenses	010-4100	19,393.75
P22-00013	J.W. Pepper & Son Inc	005	21/22 Music Curriculum	010-4100	1,643.91
P22-00014	Houghton Mifflin Harcourt	005	21/22 BES Go Math	010-4100	13,884.04
P22-00015	Houghton Mifflin Harcourt	005	21/22 OHES Go Math	010-4100	10,200.28
P22-00016	Houghton Mifflin Harcourt	005	21/22 ROES Go Math	010-4100	17,174.29
P22-00017	HEINEMANN	005	21/22 BES Heinemann Supplies	010-4100	5,230.09
P22-00018	HEINEMANN	005	21/22 ROES Heinemann Supplies	010-4100	8,821.75
P22-00019	Barnes And Noble Bookstores	005	21/22 ROES Historical Fiction Book Clubs	010-4100	125.23
P22-00020	Barnes And Noble Bookstores	005	21/22 OPHS Novels	010-4100	18,166.91
P22-00021	Learning Without Tears	005	21/22 BES DK Supplies	010-4100	627.87
P22-00022	Learning Without Tears	005	21/22 OHES DK Supplies	010-4100	586.02
P22-00023	Learning Without Tears	005	21/22 ROES DK Supplies	010-4100	937.01
P22-00024	School Specialty, LLC	005	21/22 OHES FOSS Replacement Parts	010-4100	605.91
P22-00025	Hayden-Mcneil Publishing, Inc.	005	21/22 OPHS Science Notebooks	010-4100	1,922.46
P22-00026	Perma-Bound	005	21/22 MCMS Book Order	010-4100	10,994.47
P22-00036	Pear Deck, Inc.	005	21-23 Pear Deck Licenses	010-4100	6,002.70
P22-00039	McGraw-Hill School Education Holdings, LLC	005	21/23 MCMS Yr 3 Social Studies Adoption	010-4100	63,188.00
P22-00040	McGraw-Hill School Education Holdings, LLC	005	21/22 OPHS ALEKS Licenses	010-4100	385.46
P22-00041	McGraw-Hill School Education Holdings, LLC	005	21/22 OPIS ALEKS Licenses	010-4100	2,890.92
P22-00042	Rosetta Stone Ltd	005	21/22 OPIS Rosetta Stone Licenses	010-4100	10,800.00
P22-00043	Studies Weekly, Inc dba American Legacy Publishing	005	21/22 BES Studies Weekly	010-4100	1,969.59
P22-00044	Studies Weekly, Inc dba American Legacy Publishing	005	21/22 OHES Studies Weekly	010-4100	1,637.06
P22-00045	Studies Weekly, Inc dba American Legacy Publishing	005	21/22 ROES Studies Weekly	010-4100	2,557.91
P22-00046	Gateway Education Holdings LLC dba Savvas Learning Company	005	21/22 OPHS Savvas	010-4100	12,452.76
P22-00047	Barnes And Noble Bookstores	005	21/22 OHES Flash Kids Learning	010-4100	601.87
P22-00048	Barnes And Noble Bookstores	005	21/22 OVHS Novels	010-4100	445.73
P22-00049	Scholastic, Inc.	005	21/22 OHES Scholastic News	010-4100	1,220.87
P22-00050	Houghton Mifflin Harcourt	005	21/22 OPIS Go Math/ Science Fusion	010-4100	1,979.03
P22-00051	Houghton Mifflin Harcourt	005	21/22 OPHS French III	010-4100	3,523.68
P22-00052	Vista Higher Learning	005	21/22 OPIS Spanish 1	010-4100	449.81
P22-00056	Newsela, Inc.	005	21/22 Newsela Licenses	010-4100	30,590.00
P22-00060	Seesaw Learning, Inc	005	21/22 Elementary Seesaw Licenses	010-4100	8,307.75
P22-00061	IXL Learning Inc	005	21/22 IXL Renewal	010-4100	29,450.00
P22-00082	Typing Agent LLC	005	21/22 Typing Agent Licenses	010-4100	2,401.20
P22-00083	LAZEL, Inc. DBA Learning A-Z LLC	005	21/22 Learning A-Z Licenses	010-4100	4,438.00
P22-00084	Membean Inc.	005	21/22 Membean Renewal	010-4100	6,226.50

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 06/01/2021 - 07/31/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-00085	Generation Genius Inc	005	21/22 MCMS Generation Genius	010-4100	995.00
P22-00087	RocketLit Inc.	005	21/22 InnerOrbit School License	010-4100	4,300.00
P22-00088	BE Publishing	005	21/22 MCMS Edutyping Licenses	010-4100	1,262.40
P22-00089	Bsn Sports	005	21/22 Fitnessgram Renewal	010-4100	1,194.00
P22-00091	Notable Incorporated dba Kami	005	21/22 Kami Licenses	010-4100	8,250.00
P22-00092	Scholastic, Inc.	005	21/22 BES Scholastic News	010-4100	558.11
P22-00094	School Specialty, LLC	005	21/22 Elementary Science Pilot Live Materials	010-4100	4,421.73
P22-00098	Houghton Mifflin Harcourt	005	21/22 OPIS Go Math 6 Gr	010-4100	613.81
Total:010-4100 Approved Textbooks and Core Cu					323,427.88
010-4200	Other Books and Reference Materials				
B22-00055	Perma-Bound	012	PFA:Book orders 2021-22	010-4200	3,000.00
DIR22-00001	Jostens	012	PFA: Assignment Books	010-4200	4,648.42
Total:010-4200 Other Books and Reference Mate					7,648.42
010-4320	Athletics Materials and Suppliees				
P22-00102	Training Room, Inc.	013	Athletic Supplies/Athletics	010-4320	14.95
Total:010-4320 Athletics Materials and Suppli					14.95
010-4330	Other Materials and Supplies				
B21-00013	Southwest School Supply	012	PFA: Open PO for supplies	010-4330	129.09
B21-00224	Walnut Investment,LLC dba Acoustical Material Supply	004	Accoustical Tiles for R2	010-4330	1,869.19
B22-00001	AARDVARK CLAY & SUPPLIES	013	Art/Mat & Supply	010-4330	4,000.00
B22-00007	Roadside Lumber & Hardware,	004	2021/2022 Hardware and Supplies M & O	010-4330	1,000.00
B22-00008	Do-It Center	004	2021/2022 Supplies for Maintenance & Ops	010-4330	4,000.00
B22-00009	Cedar Valley Plumbing Supple	004	2021/2022 Plumbing Supplies & Tools	010-4330	5,500.00
B22-00013	SiteOne Landscape Supply, LLC	004	2021/2022 Landscaping Supplies	010-4330	2,000.00
B22-00017	DIY Home Center	013	Custodial/Mat & Supplies/Oth Suppl	010-4330	1,200.00
B22-00018	Graphaids	013	Art/Site Don/Mat & Supply	010-4330	7,000.00
B22-00019	Grainger Industrial Supply	013	Supplies/Woodshop & Misc. Suppl	010-4330	700.00
B22-00021	McKesson Medical-Surgical Government Solutions LLC	013	Health Office Supplies	010-4330	500.00
B22-00022	Office Depot Customer Service Center	013	Ofc/Classroom Supp/Othr Suppl/Disc	010-4330	6,000.00
B22-00030	Herff Jones	013	Graduation/Mat & Suppl	010-4330	3,500.00
B22-00031	Southwest School Supply	013	General Ed/Mat & Supply	010-4330	8,000.00
B22-00035	Southwest School Supply	013	Custodial/Mat & Supplies	010-4330	1,500.00
B22-00037	Compuwave Inc.	012	Open PO-computer/printer supplies	010-4330	2,000.00
B22-00039	Costco Wholesale	012	Open PO various supplies	010-4330	2,000.00
B22-00040	Demco	012	Open PO library supplies	010-4330	500.00
B22-00041	DIY Home Center	012	Open PO maintenance & custodial	010-4330	500.00

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ESCAPE ONLINE

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Includes Purchase Orders dated 06/01/2021 - 07/31/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
B22-00042	Document Systems	012	Open PO for all copiers & printers	010-4330	2,000.00
B22-00043	Follett School Solutions, Inc.	012	Open PO for library supplies	010-4330	250.00
B22-00044	The Prophet Corp. Db a Gopher S port	012	Open PO - PE Equipment	010-4330	1,000.00
B22-00045	Graphaids	012	Open PO - art supplies	010-4330	3,500.00
B22-00046	Home Depot	012	Open PO - maintence supplies	010-4330	500.00
B22-00048	Jones School Supply Co. Inc.	012	Open PO for Quarterly Awards	010-4330	250.00
B22-00049	J.W. Pepper & Son Inc	012	PFA: Band and Chorus Music	010-4330	2,000.00
B22-00051	Nasco	012	DON: Open PO Science Lab Supplies	010-4330	1,200.00
B22-00053	Office Depot Customer Service Center	012	Open PO for supplies	010-4330	20,000.00
B22-00054	Apperson Print Management	012	Open PO for Scantron machine & forms	010-4330	997.13
B22-00058	SCHOOL NURSE SUPPLY INC	012	Disc: Health Office Supplies	010-4330	200.00
B22-00059	School Specialty, LLC	012	PFA: Art Supplies	010-4330	700.00
B22-00060	SOS Survival Products	012	Don: Earthquake/Emergency Supplies	010-4330	2,000.00
B22-00061	Southwest School Supply	012	PFA: Supplies	010-4330	500.00
B22-00065	Office Depot Customer Service Center	006	2021-2022 Personnel Supplies	010-4330	2,000.00
B22-00069	Douglas and Sturgess, Inc.	013	Ceramics Suppl/Oth Supp/PFA	010-4330	1,500.00
B22-00070	DIY Home Center	013	Supplies/Ceramics/Oth Supp/PFA	010-4330	300.00
B22-00071	Redwood Toxicology Laboratory, Inc	013	Other Mat/Drug Test Supplies	010-4330	300.00
B22-00072	WEX Bank/Shell	004	2021/2022 Gas for District Vehicles	010-4330	11,000.00
B22-00074	SMITH PIPE & SUPPLY	004	2021/2022 Grounds/Maintenance Pipe Supplies	010-4330	6,000.00
B22-00076	Intrepid Glass & Mirror, Inc	004	2021/2022 Glass materials as needed	010-4330	500.00
B22-00077	Dunn-Edwards Corporation	004	2021/2022 M & O Painting Supplies and Materials	010-4330	1,000.00
B22-00078	FBM	004	2021/2022 Accoustical Tiles and Materials	010-4330	500.00
B22-00079	Valley Growers Nursery, Inc.	004	2021/2022 Landscaping Supplies	010-4330	2,000.00
B22-00080	US Air Conditioning	004	2020/2021 HVAC Parts as needed	010-4330	500.00
B22-00081	Southwest School Supply	004	2021/2022 Custodial Supplies Districtwide	010-4330	15,000.00
B22-00082	Grainger Industrial Supply	004	2021/2022 M & O Materials, Supplies & Tools	010-4330	5,000.00
B22-00083	Russell Sigler Inc	004	2021/2022 HVAC Parts/Supplies	010-4330	1,000.00
B22-00084	Regency Enterprises, Inc	004	2021/2022 Lighting Supplies	010-4330	3,000.00
B22-00085	Home Depot	004	2021/2022 Maintenance Supplies & Tools as needed	010-4330	11,994.89
B22-00086	Performance Nursery Corp DBA S outh Bay Gardens	004	2021/2022 Landscape Supplies	010-4330	1,000.00
B22-00087	Pep Boys	004	2021/2022 Vehicle Parts and Supplies	010-4330	250.00

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ESCAPE ONLINE

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Includes Purchase Orders dated 06/01/2021 - 07/31/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
B22-00088	Parks Oaks Mower	004	2021/2022 Grounds Supplies, Equipment and Repairs	010-4330	1,500.00
B22-00089	Intermountain Lock & Security	004	2021/2022 Lock supplies as needed	010-4330	500.00
B22-00090	Pacific Coast Environmental	004	2021/2022 Bio Ball Supplies Waterless Urinals DW	010-4330	1,000.00
B22-00091	Office Depot Customer Service Center	004	2021/2022 M & O Supplies	010-4330	250.00
B22-00092	McMaster-Carr Company	004	2021/2022 Locksmith Supplies	010-4330	1,000.00
B22-00094	Coast Door & Hardware	004	2021/2022 Door Materials/Supplies	010-4330	1,000.00
B22-00095	Clark Security/Anixter, Inc	004	2021/2022 Security Parts & Supplies	010-4330	500.00
B22-00096	Conejo Hardwoods	013	Mat & Suppl/CTEIG/SWA	010-4330	6,000.00
B22-00098	Home Depot	013	Woodhop Mat&Suppl/SWA	010-4330	3,000.00
B22-00100	Ventura Steel Inc	013	Steel/Oth Exp/Archet/CTEIG	010-4330	2,000.00
B22-00101	Graphaids	013	Arch/Supplies/CTEIG	010-4330	1,500.00
B22-00104	Airgas West	004	2021/2022 Welding Supplies as needed	010-4330	500.00
B22-00105	Document Systems	011	Red Oak color copies and staples for 2021-22	010-4330	1,500.00
B22-00106	Southwest School Supply	011	Red Oak classroom supplies for 2021-2022	010-4330	8,000.00
B22-00107	Ready Refresh by Nestle	011	Water for portable buildings D54 and D55	010-4330	600.00
B22-00108	UNITED STATES POSTAL SERVICE	011	Red Oak stamps and postage for 2021-2022	010-4330	450.00
B22-00109	Agoura Lock Technologies, Inc.	011	Red Oak keys/locks	010-4330	150.00
B22-00110	Pacific Artglass Corp	013	Ceramic/Artglass/Oth/Supply/Disc	010-4330	1,200.00
B22-00117	Ferguson Enterprises	004	2021/2022 Plumbing Parts and Supplies for M & O	010-4330	750.00
B22-00122	Southwest School Supply	004	2021/22 PO for Office Supplies at DO	010-4330	2,000.00
B22-00125	Lautzenhiser's Stationery	002	Board Minute Book	010-4330	400.00
B22-00129	Pacific Plumbing Specialists	004	2021/2022 Plumbing Parts and Supplies as needed	010-4330	1,000.00
B22-00130	Miracle Recreation Equipment	004	2021/2022 Playground Replacement Parts as needed	010-4330	1,000.00
B22-00132	Johnstone Supply	004	2021/2022 Plumbing Supplies M & O	010-4330	15,000.00
B22-00134	Precision Data Products	013	Scantrons/Oth/Supply	010-4330	3,000.00
B22-00135	Office Depot Customer Service Center	005	21/22 Curriculum Office Depot	010-4330	1,000.00
B22-00136	Hot Glass Color and Supply	013	Glass Color Suppl/Oth/Supply/PFA	010-4330	1,500.00
B22-00141	Document Systems	023	For printing costs and toner supplies	010-4330	300.00
B22-00143	N Site Ventures, LLC dba Woodcraft	013	Wooshop Suppl/Oth/Suppl/Prod	010-4330	1,500.00
P21-00486	Joy Products of California Coastal Enterprises	012	DISC: Master Locks	010-4330	1,311.93
P21-00487	Waste Management	012	DISC: Roll-off	010-4330	602.79
P21-00496	Lautzenhiser's Stationery	002	Minute Book Paper	010-4330	178.66

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Includes Purchase Orders dated 06/01/2021 - 07/31/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P21-00498	College Board Publications PSA T/NMSQT	013	AP Exam/Oth Suppl/AP	010-4330	77,470.00
P21-00502	HEINEMANN	005	20/21 ROES TCRWP Books	010-4330	3,458.44
P21-00527	2Eden Landscape Design	005	20/21 Summer Garden Program	010-4330	4,161.32
P21-00532	VCOE	000	2020/21 Hearing & Audiology Services - Quarter 4	010-4330	1,440.00
P21-00533	Curriculum Associates	000	SpEd Protocols received 2020 - tax update	010-4330	56.69
P22-00027	Sparkletts	000	Sparkletts Water Service - Pupil Services	010-4330	16.44
P22-00031	Tri-Valley Supply	000	2021/2022 Custodial Supplies and Repairs	010-4330	2,000.00
P22-00032	Tri-Valley Supply	004	2021/2022 M & O Small Equipment Repairs	010-4330	500.00
P22-00037	Graphaids	013	CTEIG/Des Visual Arts/Mat & Suppl	010-4330	1,000.00
P22-00053	2Eden Landscape Design	005	21/22 Summer Garden Program	010-4330	4,750.00
P22-00064	Ventura County Graphic Service	011	Cumulative and health folders	010-4330	193.05
P22-00066	Concepts School & Office Furn	004	Ergonomic Chairs for Staff per Assessments	010-4330	1,762.92
P22-00071	House Sanitary Supply	004	Wet Vac Replacement Parts @OPHS	010-4330	107.96
P22-00072	FBM	004	Accoustical Tiles for R2	010-4330	1,869.19
P22-00075	Eyedentity Graphics Inc.	004	Water Fountain Stickers for all sites DW	010-4330	68.64
P22-00076	Oliver Worldclass Labs	005	21/22 SMART Learning Suite Licenses	010-4330	727.65
P22-00077	Dave Bang Associates, Inc	004	Lunch table leg replacements @MCMS	010-4330	874.91
P22-00079	Home Depot	004	Custodial Supplies and Materials DW	010-4330	1,000.00
P22-00090	Alpenspruce Education Solution s Inc	005	21/22 Alludo Renewal	010-4330	4,375.00
P22-00100	N2Y LLC	005	21/22 Unique Licenses	010-4330	1,164.48
P22-00103	Office Depot Customer Service Center	024	OPIS Office Supplies 21/22	010-4330	1,000.00
P22-00104	Document Systems	024	Copier/Printer Supplies 21/22	010-4330	600.00
P22-00106	Office Depot Customer Service Center	015	OVHS Office Supplies 21/22	010-4330	1,000.00
P22-00107	Document Systems	015	Toner, Copier, Printer Supplies 21/22	010-4330	600.00
TB22-00001	CDW GOVERNMENT INC	007	Blanket PO Equipment & Supplies <\$500	010-4330	8,000.00
TB22-00002	Monoprice	007	Blanket PO Equipment & Supplies <\$500	010-4330	4,000.00
TB22-00003	Compuwave Inc.	007	Blanket PO Equipment & Supplies <\$500	010-4330	5,000.00
TB22-00004	Office Depot Customer Service Center	007	Blanket PO office supplies	010-4330	500.00
TB22-00005	Apple Computer, Inc. Ms:198-3E D	007	Blanket PO for Computer Equip & Repairs	010-4330	8,000.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
TB22-00006	Scott Electric	007	Replacement Projector Bulbs (Blanket PO)	010-4330	1,500.00
Total:010-4330 Other Materials and Supplies N					347,230.37
010-4410	Equipment New Non-Capitalized				
P21-00455	Airgas West	013	Misc Equipment/Architect/OPEF	010-4410	649.00
				010-4410	6,380.46
P21-00493	Philadelphia Grating Co., Inc dba Rae Crowther Company	004	Rae Crowther 2 Man Z Leverage Sled for OPHS	010-4410	4,045.52
P21-00521	Cedar Valley Plumbing Supple	004	No touch faucet plates for Health Office sinks	010-4410	190.98
P21-00522	Container Alliance Co.	004	Storage Container for Baseball @OPHS	010-4410	4,376.50
P22-00062	Mel Giffin, Inc.	004	Equipment Concrete Saw and Concrete Planer	010-4410	2,098.97
T22-00002	MJP Technologies Inc	007	ELO - Chromebook 1:1 Program devices (800 Acers)	010-4410	430,549.00
Total:010-4410 Equipment New Non-Capitalized					448,290.43
010-5200	Travel and Conference				
B22-00137	VCOE	005	LCAP Goal 1 VCOE Blanket Training 2021-2022	010-5200	2,800.00
B22-00138	VCOE	005	LCAP GOAL 2 VCOE BLANKET TRAINING PO 2021-2022	010-5200	2,000.00
P21-00512	Eide Bailly LLP	004	FCMAT Training for AP Staff	010-5200	750.00
Total:010-5200 Travel and Conference					5,550.00
010-5300	Dues and Memberships				
P22-00080	ACSA Membership Processing	019	ACSA Membership for Administrators 2021-2022	010-5300	26,737.33
Total:010-5300 Dues and Memberships					26,737.33
010-5450	Other Insurance				
P22-00063	Ventura County Schools	004	2021-22 Liability & Property Contribution	010-5450	591,180.00
Total:010-5450 Other Insurance					591,180.00
010-5560	Trash / Sewer Services				
B22-00006	WM Corporate Services, Inc. As payment agent	004	2021/2022 Sanitation Services Districtwide	010-5560	45,000.00
Total:010-5560 Trash / Sewer Services					45,000.00
010-5600	Rents, Leases, and Repairs				
B22-00010	Juan Perez Carrillo Juan Perez Mobile Detail	004	2021/2022 OPUSD Vehicle Car Wash Services	010-5600	2,500.00
B22-00015	Golden State Elevator	004	2021/2022 Monthly Maintenance for Elevators	010-5600	4,691.88
B22-00016	Pacific Mobile	004	2021/2022 MCMS Trailer Lease/Rent	010-5600	6,485.28
B22-00020	Harland Technology	013	Scantron Lease/Repair	010-5600	2,800.00

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Includes Purchase Orders dated 06/01/2021 - 07/31/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
B22-00024	Pitney Bowes Global Financial	013	Postage Meter Lease	010-5600	5,000.00
B22-00025	PRECISION BUSINESS MACHINES	013	Fax Machine Repair	010-5600	200.00
B22-00027	Agoura Lock Technologies, Inc.	013	Keys/Custodial/Mat & Supply	010-5600	750.00
B22-00029	Dan Amihud dba Dan's Piano Service	013	Piano Repair/Tuning/Disc	010-5600	1,500.00
B22-00032	TIRE MAN - AGOURA, INC	013	Tires/Custodial/Other & Suppl	010-5600	800.00
B22-00034	Airgas West	013	Woodshop/Repair/Disc	010-5600	800.00
B22-00036	Agoura Lock Technologies, Inc.	012	Open PO for locks and keys	010-5600	100.00
B22-00047	Jaime Alvarez JJER Fitness	012	PFA: Spin Bike Service	010-5600	1,140.00
B22-00050	KYOCERA Document Solutions West LLC	012	Open PO for Riso supplies & services	010-5600	1,000.00
B22-00052	NICK RAIL MUSIC	012	PFA: Open PO for Instrument Repairs	010-5600	1,000.00
B22-00056	Pitney Bowes Global Financial	012	Disc: Postage Machine	010-5600	1,000.00
B22-00073	Sports Facilities Group	004	2021/2022 Bleacher/BBall Backstop Srvcs OPHS/MCMS	010-5600	11,650.00
B22-00075	Van Buren Equipment, Inc. Pacific Equipment	004	2021/2022 Dingo Service and Repair	010-5600	276.81
B22-00115	Ready Refresh by Nestle	004	2021/2022 Drinking Water Grounds/Maintenance Crew	010-5600	1,000.00
B22-00116	Village Automotive Ctr, Inc.	004	2021/2022 District Vehicle Maintenance & Repairs	010-5600	5,000.00
B22-00119	RICHARDS TIRE MAN	004	2021/2022 Tire repairs or replacement as needed	010-5600	250.00
B22-00120	Pyro-Comm Systems, Inc.	004	2021/2022 Fire Alarm Maintenance and Repairs	010-5600	5,000.00
B22-00121	Pierres Welding & Maint.	004	2021/2022 Welding Services Districtwide	010-5600	5,000.00
B22-00124	AED Authority	004	Open PO for AED Supplies - Safety Credits	010-5600	2,000.00
B22-00128	Pacificom	004	2021/2022 Communication Repairs/Supplies as needed	010-5600	1,000.00
B22-00131	Lister Rents, Inc.	004	2021/2022 Equipment Rental	010-5600	600.00
B22-00133	California Pest Management	004	2021/2022 Squirrel/Gopher Control @multiple sites	010-5600	1,500.00
B22-00139	Venco Western Inc.	004	2021/2022 All Sites Mowing/Fertilization	010-5600	14,481.28
B22-00140	Channel Islands Roofing	004	2021/2022 Open PO for Roof/Gutter Repairs	010-5600	4,000.00
B22-00142	Channel Islands Roofing	004	Replace gutters on portable bldgs @OPHS/DO	010-5600	12,619.00
P21-00125	Natural Wonders Trees Inc	004	2020/2021 Tree Maintenance at the District Office	010-5600	3,445.00
P21-00477	Natural Wonders Trees Inc	004	2020/2021 Tree Maintenance @OPHS	010-5600	12,515.00
P21-00478	Natural Wonders Trees Inc	004	2020/2021 Tree Maintenance Brookside ES	010-5600	3,875.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P21-00479	Natural Wonders Trees Inc	004	2020/2021 Tree Maintenance @MCMS	010-5600	10,380.00
P21-00480	Natural Wonders Trees Inc	004	2020/2021 Tree Maintenance Oak Hills ES	010-5600	5,055.00
P21-00481	Natural Wonders Trees Inc	004	2020/2021 Tree Maintenance Red Oak ES	010-5600	5,165.00
P21-00482	Natural Wonders Trees Inc	004	2020/2021 Tree Maintenance Phase 2 @OPHS	010-5600	9,950.00
P21-00483	Natural Wonders Trees Inc	004	2020/2021 Tree Maintenance Phase 3 @OPHS	010-5600	16,470.00
P21-00485	TD Sports Group, LLC	004	Playground repairs at Red Oak Elementary School	010-5600	5,389.20
P21-00499	Derek Sage dba SOS Entertainment	013	Graduation Videography Svcs.	010-5600	12,760.00
P21-00500	Derek Sage dba SOS Entertainment	013	Graduation Videography Svcs. at OPHS	010-5600	10,600.00
P21-00501	Derek Sage dba SOS Entertainment	013	Graduation Videography Svcs. at MCMS	010-5600	10,600.00
P21-00504	Interstate Restoration, LLC	004	Water damage & repair in classroom H11 @OPHS	010-5600	5,000.00
P21-00507	Sunbelt Rentals, Inc	004	Equipment for training certification DW	010-5600	1,170.85
P21-00508	Enhanced Landscape Mgmt, Inc	000	Annual Weed Abatement @ROES/King James Ct.	010-5600	4,500.00
P21-00509	Fence Factory	004	Gate Link Rework outside Storage/Service Area@OPHS	010-5600	1,403.12
P21-00511	ChargePoint, Inc.	004	Replacement Part for EV Charging Station @DO	010-5600	768.75
P21-00513	Reliable Floor Coverings, Inc	004	Replace carpet tile on stage platform@ROES	010-5600	3,169.00
P21-00514	Hughes General Engineering	004	Install concrete stairs and fence post @Oak ParkHS	010-5600	11,400.00
P21-00519	R P Barricade, Inc.	004	Traffic Control Supplies for Safety	010-5600	598.03
P21-00520	Daniel Fowler Dba Acorn Appliance Service LLC	004	Service and repairs on appliances in kitchens	010-5600	1,695.14
P21-00523	Lister Rents, Inc.	004	Equipment Rental to remove graffiti	010-5600	282.26
P21-00524	California Pest Management	004	Sanitizing Storage Container/Squirrel/Gopher Svcs	010-5600	2,137.50
P21-00525	American Water Works	004	Service and labor for Pressure Washer @OHES	010-5600	264.73
P21-00526	Coast Cart Inc.	004	Repair of Vandalized Golf Cart @MCMS	010-5600	1,165.15
P21-00528	All Valley Rentals	004	Chairs & Set Up Rental for OPHS Graduation	010-5600	3,907.50
P21-00529	All Valley Rentals	004	Chairs & Set Up Rental for Culmination at ROES	010-5600	1,419.68
P21-00530	Pacific Mobile	004	Return of Leased Trailer #9220 at OHES	010-5600	2,060.39

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P21-00531	Pacific Mobile	004	Return of Leased Trailer #9214 at OHES	010-5600	2,435.77
P22-00001	Finish Line Paving, Inc.	004	Slurry all playground asphalt @Red Oak ES	010-5600	11,170.00
P22-00002	Finish Line Paving, Inc.	004	Slurry playground asphalt/Restripe @Brookside ES	010-5600	12,730.00
P22-00003	Hollywood Fire Protection, LLC	004	2022 Annual Fire Extinguisher Inspection	010-5600	4,900.00
P22-00004	Natural Wonders Trees Inc	004	2021/2022 Tree Maintenance @OPHS	010-5600	24,000.00
P22-00005	Natural Wonders Trees Inc	004	2021/2022 Tree Maintenance Red Oak ES	010-5600	5,000.00
P22-00006	Natural Wonders Trees Inc	004	2021/2022 Tree Maintenance Oak Hills ES	010-5600	5,000.00
P22-00007	Natural Wonders Trees Inc	004	2021/2022 Tree Maintenance @MCMS	010-5600	10,000.00
P22-00008	Natural Wonders Trees Inc	004	2021/2022 Tree Maintenance Brookside ES	010-5600	4,000.00
P22-00009	Natural Wonders Trees Inc	004	2021/2022 Fallen Trees and Removals Districtwide	010-5600	10,000.00
P22-00010	Natural Wonders Trees Inc	004	2021/2022 Tree Maintenance OVHS/OPIS/DO	010-5600	3,000.00
P22-00054	Daniel Fowler Dba Acorn Appliance Service LLC	004	Service and repairs on appliances in kitchens	010-5600	518.52
P22-00068	Lister Party Rentals, Inc.	004	Table Rentals for Welcome Back DW @OPHS	010-5600	1,771.04
P22-00069	Geary Pacific Supply	004	Accessory Equipment to reduce HVAC noise @BES	010-5600	1,401.61
P22-00070	Kreatliv, Inc	004	OPUSD Bond PageWeb Assistance	010-5600	275.00
P22-00073	Reliable Floor Coverings, Inc	004	Replace carpet tile in Classrooms @OPHS	010-5600	14,141.50
P22-00074	Capital Fire Protection	004	2021 Annual Fire Extinguisher Service DW	010-5600	3,277.13
P22-00078	Finish Line Paving, Inc.	004	Grind/Patch Trip Hazard Areas @BES/ROES	010-5600	12,942.00
P22-00105	Ready Refresh by Nestle	024	OPIS Water #002729877	010-5600	600.00
P22-00108	Cold Tech Refrigeration	000	Repair and replace coil on refrigerator MCMS	010-5600	3,950.00
P22-00109	Capital Fire Protection	004	Additional Fire Extinguishers/Service for vehicles	010-5600	182.06
TB22-00005	Apple Computer, Inc. Ms:198-3E D	007	Blanket PO for Computer Equip & Repairs	010-5600	8,000.00
Total:010-5600 Rents, Leases, and Repairs					380,585.18
010-5800	Professnl/Consult Serv & Opera				
P21-00515	Dale Scott & Company	004	2019-20 Continuing Disclosure Annual GOB	010-5800	5,525.31

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
Total:010-5800 Professnl/Consult Serv & Opera					5,525.31
010-5820	Other Operating Expense				
B22-00011	Pyro-Comm Systems, Inc.	004	2021/2022 Fire Alarm Monthly Monitoring Service	010-5820	2,500.00
B22-00014	California Pest Management	004	2021/2022 School Pest Monthly Management Svcs	010-5820	12,000.00
B22-00028	CR Print	013	Printing/Mat & Supply	010-5820	4,000.00
B22-00038	Crystal Evans dba Conejo Awards Corp.	012	Open PO for Engraving, Signs	010-5820	100.00
B22-00057	Redwood Toxicology Laboratory, Inc	012	Disc: Drug Testing	010-5820	500.00
B22-00062	Cion Binshtock dba Town and Country Printing and Graph	012	Open PO for Printing	010-5820	1,000.00
B22-00063	Kevin and Fran Stillwell dba Thousand Oaks Trophies	013	Award Trophies/Oth/Exp/Disc	010-5820	200.00
B22-00064	Christy White Associates	004	2019/2020 Annual District Audit Fees	010-5820	13,441.50
B22-00066	Westlake Village Urgent Care	006	2021-2022 TB Tests	010-5820	4,000.00
B22-00067	M & L Partnership DBA Accu-Prints	006	2021-2022 Fingerprinting Services	010-5820	2,000.00
B22-00068	Department Of Justice Bur. of Criminal Investigation	006	2021-2022 Fingerprinting Services	010-5820	8,500.00
B22-00093	Dial Security	004	2021/2022 Security for IT Room at DO	010-5820	700.00
B22-00097	Conejo Hardwoods	013	Mat & Supply/Oth Exp/CTEIG	010-5820	6,000.00
B22-00099	WestCoast Woodworking Machine	013	Gen Ed/Mat & Repair	010-5820	1,000.00
B22-00112	CR Print	000	District Stationary and other Printing 2021-22	010-5820	10,000.00
B22-00113	Conejo Awards	000	Awards/Nameplates 2021-2022	010-5820	1,500.00
B22-00114	O'Linn Security	004	2021-2022 Patrol Services	010-5820	3,600.00
B22-00118	Advanced Water Solutions, INC	004	2021/2022 Reverse Osmosis Equipment Rental	010-5820	1,020.00
B22-00127	Patricia Faraz DBA Top Quality Printing	013	Printing/Copying	010-5820	2,000.00
P21-00488	Elections Division	004	Governing Board Election Processing Cost 2020	010-5820	512.55
P21-00490	Acorn Press	000	Acceptance Stats - Acorn Ad OPUSD	010-5820	2,744.40
P21-00494	Mike Brown Grandstands Inc.	004	Rental of Graduation Seating	010-5820	19,950.00
P21-00516	U.S. Bank Trust Nat'l Assn.	004	Admin Fees GOB Election 2006 Series 2015A	010-5820	800.00
P21-00517	Global Spark Productions, Inc.	013	Peer Couns/Function/CTEIG	010-5820	395.00
P21-00518	VCOE	000	2020/21 Hearing & Audiology Services - Qtr 3	010-5820	2,400.00
P22-00028	Natanya and Kris Dennis	000	Settlement Agreement Reimbursement	010-5820	17,175.00
P22-00029	Kathy Greco	000	Attorney Fees - Settlement Agreement	010-5820	5,000.00
P22-00030	School Innovations & Advocacy Deposits	004	2021/22 Consulting Svcs. per Agreement	010-5820	18,400.00
P22-00038	MTI Enterprises Inc. DBA Music Theatre Intern.	013	Fall Prod/Oth Exp/Prod/Mgr/CTEIG	010-5820	2,859.50

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-00055	Project Lead the Way (PLTW)	013	Engineering/Participation Fee	010-5820	3,200.00
P22-00057	Curriculum K12 Partners Inc.	005	21/22 OPHS AP Computer Science program	010-5820	4,000.00
P22-00058	Certiport NCS Pearson Inc.	005	21/22 OPHS Certiport/MOS License Renewal	010-5820	8,230.00
P22-00065	VCOE	004	VCFast Courier Cost 2021-22	010-5820	8,053.00
P22-00081	Commercial Door of LA County	004	Inspect and Test Fire Doors @Medea Creek MS	010-5820	746.00
P22-00086	Rosetta Stone Ltd	005	21/22 ELL Rosetta Stone Licenses	010-5820	7,440.00
P22-00095	DEPARTMENT OF SOCIAL SERVICES	023	Child Care License Facility#: 566208849	010-5820	484.00
P22-00097	3 Day Blinds	013	Mini Blinds/oth/Exp/Disc	010-5820	193.05
P22-00110	Dept. of Toxic Substances Cont Accounting Unit-EPA ID	000	2021 DTSC's Hazardous Waste ID No/Manifest Fee	010-5820	250.00
P22-00111	Doty & Sons Concrete Products, Inc.	004	Ping Pong Tables for OPHS	010-5820	9,679.50
T22-00005	Amplified IT LLC	007	Syscloud Unlimited Google Backup Svc	010-5820	3,600.00
T22-00006	Blackboard Inc	007	District Web Site Hosting	010-5820	15,425.99
T22-00007	PDQ.com Corporation	007	PDQ Enterprise License (Windows Imaging)	010-5820	539.10
T22-00008	SHI International	007	Adobe Creative Cloud District License CETLA Agmt	010-5820	5,000.00
T22-00009	Softchoice Corporation	007	Microsoft Districtwide License CAMSA	010-5820	10,820.86
T22-00010	Amplified IT LLC	007	Google Workspace for Education Plus License 1Yr	010-5820	10,560.00
TB22-00007	All Connected Inc	007	Network Support, Monitoring, Consulting	010-5820	40,000.00
TB22-00008	Blue Violet Networks, LLC	007	Security Camera Maintenance & Repair	010-5820	18,000.00
TB22-00009	Jive Commuications Inc	007	Jive (LogMeIn) VOIP Telephone Service	010-5820	62,000.00
TB22-00010	Time Warner Cable	007	Spectrum TWC WAN data service and secondary ISP	010-5820	53,200.00
TB22-00011	MJP Technologies Inc	007	Blanket PO for services	010-5820	2,000.00
Total:010-5820 Other Operating Expense					407,719.45
010-5900	Telephone and Communications				
B22-00023	Pitney Bowes Global Financial dba Purchase Power	013	Meter Refill/Postage/Supplies	010-5900	3,650.00
P22-00101	Infinity Comm & Consult	004	2021-22 ERate Consulting Svs. Yr 25 Cat 1 & 2	010-5900	13,800.00
Total:010-5900 Telephone and Communications					17,450.00
010-6400	Equipment \$5000+				
P22-00062	Mel Giffin, Inc.	004	Equipment Concrete Saw and Concrete Planer	010-6400	5,759.24

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
Total:010-6400 Equipment \$5000+					5,759.24
010-8699	All Other Local Income				
P21-00497	College Board Publications PSA T/NMSQT	013	SATSD w/o Essay/Test Fees/Mat & Suppl	010-8699	6,708.00
Total:010-8699 All Other Local Income					6,708.00
120-4330	Other Materials and Supplies				
B22-00102	Gold Star Foods	028	Dried Snacks for EC sites- BES, OHES, ROES, MCMS	120-4330	26,000.00
B22-00103	Sunrise Produce Company	028	Food/Produce for EC sites-BES, OHES, ROES, MCMS	120-4330	20,000.00
B22-00111	Southwest School Supply	028	Supplies for EC sites-BES, OHES, ROES, MCMS	120-4330	10,000.00
B22-00123	Ready Refresh by Nestle	028	Water delivery for EC sites-BES, ROES, OHES, MCMS	120-4330	3,000.00
B22-00126	COSTCO WHOLESALE	028	Food/Supplies for EC sites-BES, OHES, ROES, MCMS	120-4330	2,500.00
Total:120-4330 Other Materials and Supplies N					61,500.00
120-5820	Other Operating Expense				
P22-00093	Ed. Learning Opportunities DBA Developing Outdoors	028	Insurance Reimbursement 2020-21 SY	120-5820	14,210.00
Total:120-5820 Other Operating Expense					14,210.00
211-4410	Equipment New Non-Capitalized				
B21-00223	Roadside Lumber & Hardware,	004	Proj 19-19S Art Court Materials for C9 @OPHS	211-4410	2,228.24
B22-00085	Home Depot	004	2021/2022 Maintenance Supplies & Tools as needed	211-4410	1,999.15
P21-00484	Natural Pod Services Inc.	004	Proj 18-21S Furniture for new classrooms MCMS	211-4410	15,211.00
P22-00096	Southwest School Supply	004	Pro 18-21S Classroom Furniture for MCMS	211-4410	4,513.96
P22-00099	Johnstone Supply	004	Proj 20-23S HVAC Materials and Supplies Needed	211-4410	2,000.00
Total:211-4410 Equipment New Non-Capitalized					25,952.35
211-5820	Other Operating Expense				
P21-00491	Barnhart Balfour Beatty, Inc B alfour Beatty Construction	004	Const. Mgmt. Services 4-1/4-30/2021 INV 36000	211-5820	2,060.00
P21-00492	Padre Associates, Inc	004	Opinion Re: Wet Subgrade Conditions-OPHS Turf	211-5820	2,499.00
P21-00495	Barnhart Balfour Beatty, Inc B alfour Beatty Construction	004	Const. Mgmt. Services 5/1-5/31/2021 INV 37000	211-5820	3,743.97
P21-00515	Dale Scott & Company	004	2019-20 Continuing Disclosure Annual GOB	211-5820	525.31
P22-00035	Barnhart Balfour Beatty, Inc B alfour Beatty Construction	004	Const. Mgmt. Svcs. June 1-30 #38000	211-5820	3,660.00

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 06/01/2021 - 07/31/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-00067	Colbi Technologies, Inc	004	2021/2022 Measure S AA Software Renewal	211-5820	15,000.00
Total:211-5820 Other Operating Expense					27,488.28
211-6200	Bldg Projects-Budget				
P22-00033	CENTER GLASS CO	004	Proj 18-21S DSA SSK-3 Sunshade Connection MCMS	211-6200	18,258.65
Total:211-6200 Bldg Projects-Budget					18,258.65
211-6256	Contracted Services				
DIR22-00002	REC Solar Commercial Corp	004	Proj 18-33S Solar Panels Monthly Maintenance	211-6256	50,000.00
P22-00011	Thousand Oaks Electric dba Thousand Oaks Electric	004	Proj 20-23S Electrical work multiple AC units@OPHS	211-6256	4,350.00
P22-00059	Controlled Elements Corp	004	Proj 20-23S HVAC Install Classrooms R16/R17 OPHS	211-6256	7,950.00
Total:211-6256 Contracted Services					62,300.00
211-6272	Construction Management Fees				
P21-00491	Barnhart Balfour Beatty, Inc Balfour Beatty Construction	004	Const. Mgmt. Services 4-1/4-30/2021 INV 36000	211-6272	460.00
P21-00495	Barnhart Balfour Beatty, Inc Balfour Beatty Construction	004	Const. Mgmt. Services 5/1-5/31/2021 INV 37000	211-6272	836.03
P21-00510	ZM Engineering, Inc	004	Proj 20-23S Consulting Eng Svcs @OPHS Room 16 & 17	211-6272	4,400.00
Total:211-6272 Construction Management Fees					5,696.03
211-6274	Other Construction				
P21-00503	Pinpoint Leak Detection	004	Proj 21-01S Inspect leak at football field OPHS	211-6274	785.00
P21-00505	Thousand Oaks Electric dba Thousand Oaks Electric	004	Proj 20-23S Electrical work multiple AC units@OPHS	211-6274	850.00
Total:211-6274 Other Construction					1,635.00
211-6400	Equipment \$5000+				
T22-00003	SHI International	007	Proj. 21-04S Network Access Controller (FortiNAC)	211-6400	20,448.12
Total:211-6400 Equipment \$5000+					20,448.12
211-6500	Equipment Replacement \$5000+				
P22-00034	Russell Sigler Inc	004	Proj 20-23S HVAC OPHS R16/R17	211-6500	13,828.82
T22-00004	School Tech Supply	007	Proj. 21-05S Smartboard Refresh (Promethean)	211-6500	206,931.04
Total:211-6500 Equipment Replacement \$5000+					220,759.86
Total Number of POs			329	Total	3,077,074.85

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 06/01/2021 - 07/31/2021

Fund Recap

Fund	Description	PO Count	Amount
010	General Fund	49	277,426.98
	Total Fiscal Year 2021		277,426.98
010	General Fund	256	2,341,399.58
	Total Fiscal Year 2022		2,341,399.58
120	Child Development Fund	6	75,710.00
	Total Fiscal Year 2022		75,710.00
211	Measure S Facilities & Tech	7	13,987.55
	Total Fiscal Year 2021		13,987.55
211	Measure S Facilities & Tech	14	368,550.74
	Total Fiscal Year 2022		368,550.74
	Total		3,077,074.85

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 06/01/2021 - 07/31/2021

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
010-4200	Other Books and Reference Materials			
P21-00469	9,250.00	010-4200	General Fund/Other Books and Reference Mate	7,750.00-
Total:010-4200 Other Books and Reference Mate				7,750.00-
010-4330	Other Materials and Supplies			
B21-00050	3,159.01	010-4330	General Fund/Other Materials and Supplies N	1,659.01
B21-00091	11,813.60	010-4330	General Fund/Other Materials and Supplies N	1,508.94
B21-00118	3,045.47	010-4330	General Fund/Other Materials and Supplies N	1,166.20
B21-00155	5,928.27	010-4330	General Fund/Other Materials and Supplies N	379.41-
B21-00161	3,006.00	010-4330	General Fund/Other Materials and Supplies N	107.99-
B21-00207	525.39	010-4330	General Fund/Other Materials and Supplies N	141.10
P21-00469	9,250.00	010-4330	General Fund/Other Materials and Supplies N	9,484.49
TB21-00005	38,434.34	010-4330	General Fund/Other Materials and Supplies N	8,840.00
Total:010-4330 Other Materials and Supplies N				22,312.34
010-5560	Trash / Sewer Services			
B21-00033	45,717.40	010-5560	General Fund/Trash / Sewer Services	4,324.28
Total:010-5560 Trash / Sewer Services				4,324.28
010-5600	Rents, Leases, and Repairs			
B21-00045	3,418.21	010-5600	General Fund/Rents, Leases, and Repairs	918.21
B21-00047	4,601.14	010-5600	General Fund/Rents, Leases, and Repairs	123.00
B21-00051	85,200.56	010-5600	General Fund/Rents, Leases, and Repairs	843.56
B21-00144	5,350.13	010-5600	General Fund/Rents, Leases, and Repairs	210.76
B21-00207	525.39	010-5600	General Fund/Rents, Leases, and Repairs	11.99
B21-00217	1,216.19	010-5600	General Fund/Rents, Leases, and Repairs	250.00
P21-00382	520.00	010-5600	General Fund/Rents, Leases, and Repairs	395.00-
P21-00397	1,096.00	010-5600	General Fund/Rents, Leases, and Repairs	895.00-
P21-00441	2,493.75	010-5600	General Fund/Rents, Leases, and Repairs	1,994.88-
TB21-00005	38,434.34	010-5600	General Fund/Rents, Leases, and Repairs	8,840.00
Total:010-5600 Rents, Leases, and Repairs				7,912.64
010-5820	Other Operating Expense			
P21-00313	3,209.84	010-5820	General Fund/Other Operating Expense	710.00
Total:010-5820 Other Operating Expense				710.00
010-5900	Telephone and Communications			
B21-00170	11,295.98	010-5900	General Fund/Telephone and Communications	493.55
Total:010-5900 Telephone and Communications				493.55
211-6274	Other Construction			
B20-00263	42.73	211-6274	Measure S Facilities & Tech/Other Construction	57.27-

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 06/01/2021 - 07/31/2021

PO Changes (continued)

New PO Amount	Fund/ Object	Description	Change Amount
		Total:211-6274 Other Construction	57.27-
		Total PO Changes	27,945.54

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

ESCAPE ONLINE

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TO: BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
SUBJECT B.1.d. APPROVE QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS – JULY 2021

CONSENT

ISSUE: Shall the Board of Education Approve the Quarterly Williams Uniform Complaints - July 2021?

BACKGROUND: As a result of a lawsuit filed against the State of California, the State Legislature passed several bills that codified the negotiated settlement to the suit. One of the many requirements of this legislation is for school districts to establish a uniform complaint process to allow parents or members of the public to register written complaints regarding textbook/instructional materials sufficiency, teacher vacancy or missassignment, and hazardous conditions of school facilities.

Education Code 35186 requires the Superintendent or designee to report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the Board of Education and the County Office of Education. For the quarterly period of April 1, 2021 through June 30, 2021 there were no complaints filed with any school in the District.

FISCAL IMPACT: None

BOARD POLICY: Pursuant to Administrative Regulation 1312.4 - On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints

GOAL: In support of LCAP Goal #1 - Support high academic achievement for all students

ALTERNATIVES: 1. Approve the Quarterly Report on Williams Uniform Complaints – July 2021.
2. Do not approve the Quarterly Report on Williams Uniform Complaints

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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

District: Oak Park Unified School District

Title: Director of Curriculum and Instruction

Quarterly Report Submission Date: (check one)

<input type="checkbox"/>	October 2020	(7/1/20 to 9/30/20)
<input type="checkbox"/>	January 2021	(10/1/20 to 12/31/20)
<input type="checkbox"/>	April 2021	(1/1/21 to 3/31/21)
<input checked="" type="checkbox"/>	July 2021	(4/1/21 to 6/30/21)

Date for information to be reported publicly at governing board meeting: 8/17/2021

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
Totals	0		

Signature of District Superintendent

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

**SUBJECT: B.1.e. APPROVE RENEWAL AGREEMENT WITH INTERQUEST
DETECTION CANINES FOR DRUGS DETECTION SERVICES AT
SECONDARY SCHOOLS**

CONSENT

ISSUE: Shall the Board of Education approve the renewal agreement with InterQuest Detection Canines of Los Angeles, California, for drugs detection services at Medea Creek Middle School (MCMS), Oak View High School (OVHS), and Oak Park High School (OPHS) for the 2021-22 school year?

BACKGROUND: The Principals of MCMS, OVHS, and OPHS would like to renew the existing agreement with Interquest Detection Canines of Los Angeles, California, for drugs detection services for the 2021-22 school year. At school the principal or designee will escort the canine teams and observe the inspection activities. Interquest canines normally inspect lockers, gym areas, common areas, vehicles, vacated classrooms, and perimeters of school property.

FISCAL IMPACT: The cost of these services is funded by the MCMS and OPHS Parent Faculty Associations (PFA), who have included the anticipated expense in their annual budget. There is no change in cost from 2019-2020. Due to Distance Learning the agreement was not in place for the 2020-2021 school year. The agreement is for 10 half visits at the rate of \$245 per visit with the provision for the schools to increase the number of visits as needed. The service agreement with Interquest Canine is included for the Board's review.

BOARD POLICY: Pursuant to BP 5145.12 Use of Drug-Detection Dogs – The district may use specially trained nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy.

GOAL: In support of LCAP Goal #2: Student Health, Safety, & Well Being Support and Improve the Health, Safety, & Well Being of All Students Support School Sustainability, Healthy Learning Environments, and Environmental Literacy for All Students

ALTERNATIVES:

1. Approve the renewal agreement with Interquest Detection Canines of Los Angeles, California, for drugs detection services at MCMS, OVHS, and OPHS for the 2021-22 school year.
2. Do not approve the renewal agreement with Interquest Detection Canines.

RECOMMENDATION: Alternative No. 1

Prepared by: Brad Benioff, Director Student Support and School Safety
Adam Rauch, Assistant Superintendent, Business and Administrative Services

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Approve the renewal agreement with Interquest Detection Canines
for drugs detection services at Secondary Schools for the 2021-22 school year

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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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

West Coast Protection LLC
(DBA: Interquest Detection Canines)

Oak Park Unified School District
(the District)

This shall serve as an agreement by and between Interquest Detection Canines and the District for substance awareness and detection services is for the period of September 2021 through June 2022.

It is understood that the District has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the District's desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on unannounced basis under the auspices and direction of the District administration with INTERQUEST acting as contractors of the District while conducting such inspections. Communal areas, classrooms, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by District officials, shall be subject to inspection. Contraband detected on District property is the responsibility of the District.

INTERQUEST policy precludes the use of detection canines to "sniff" individuals under any circumstances. In addition, District Board Policy 5145.12 indicates that dogs may not sniff any personal items on those persons without their consent. Personal belongings include backpacks, purses, jackets, and outer garments.

INTERQUEST agrees to provide 10 Half DAY visits for the duration of the contract. The District may increase the total number of visits by notifying INTERQUEST in writing. Each visit will be \$245.00 visit. Multiple canine teams will be charged on a per team basis. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The District agrees to pay for services within thirty (30) days of receipt of such invoice.

Upon entering into this Agreement, DISTRICT shall provide INTERQUEST with a school calendar denoting inappropriate canine visit dates during the school year. The calendar will serve as an addendum to this Agreement. INTERQUEST will schedule visits based on available dates as reflected on the calendar. Service will not be scheduled until the calendar is received.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regional regulatory agencies as required. Detection canines are certified as reliable by the United States of America Detection Dog Association. All employees are registered with the Department of Justice in accordance with California Education Code requirements.

INDEPENDENT CONTRATOR STATUS

While performing its obligations under this agreement, INTERQUEST is an independent contractor and not an officer, employee or agent of the DISTRICT. INTERQUEST shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the DISTRICT.

INDEMNIFICATION

INTERQUEST agrees to indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees from and against any and all liability, loss, damage, or expenses for claims for damages including but not limited to, bodily injury, death, personal injury or property damage, to the extent that such liability, loss damage or expense is directly and proximately caused by the negligence or wrongful acts of the INTERQUEST operations, or its services hereunder, including any workers' compensation suits, liability or expense, arising from or connected with services performed by or on behalf of INTERQUEST by any person pursuant to this agreement. INTERQUEST further agrees to pay on behalf of the DISTRICT any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting there from.

INSURANCE

Without limiting INTERQUEST's indemnification of the DISTRICT, INTERQUEST shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the DISTRICT and evidence of such programs satisfactory to the DISTRICT shall be delivered to the DISTRICT on or before the effective date of this agreement. Such evidence shall specifically identify this agreement and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modifications or termination of any program of insurance.

- GENERAL LIABILITY – A program including, but not limited to, comprehensive general endorsed for contractual liability coverages, with a combined single limit of not less than \$4,000,000 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT and shall name the DISTRICT, its officers, agents and employees as an Additional Insured.
- AUTOMOBILE LIABILITY - A program including, but not limited to, comprehensive automobile liability with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT and shall name the DISTRICT, its officers, agents, and employees as Additional Insured.
- WORKERS' COMPENSATION – A program of workers' compensation insurance shall be in force and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of INTERQUEST and all risks to such persons under this agreement.

Satisfactory evidence of the above required insurance programs shall be in the form of a Certificate of Insurance along with the appropriate policy endorsements affording Additional Insured Coverage.

INTERQUEST DETECTION CANINES


Scott Edmonds
President

DATE: 8/4/2021

FOR THE SCHOOL:

By _____
Superintendent

By _____
Assistant Secretary

DATE: _____

Please return one (1) copy of this Agreement and your District calendar in the enclosed envelope. Retain the other copy for school files.

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

**SUBJECT: B.1.f. APPROVE CONTRACT FOR NON-PUBLIC SCHOOL AND
RESIDENTIAL PLACEMENT AND SERVICES FOR SPECIAL
EDUCATION STUDENT (#1-2021/22)**

CONSENT

ISSUE: Shall the Board of Education approve this contract for non-public school and residential placement and services for this special education student #1 – 2021-22?

BACKGROUND: At a recent IEP team meeting, the IEP team recommended a change in residential placement to CALO for this twelve-year-old seventh grade student. CALO is certified by the state as a residential placement and has a certified non-public school on-site.

FISCAL IMPACT: The cost for CALO for the 2021-2022 school year (including Extended School Year services) includes \$45,283.14 for the non-public school, \$115,838.60 for mental health services and \$49,794.00 for room and board, for a total cost of \$210,915.74. The District receives an estimated \$8,000.00 in LCFF funds each year for students in grades 7-12; this will offset the cost of the placement.

BOARD POLICY: Pursuant to BP 6159 (a) Individualized Educational Program which requires the District to make FAPE available to students with disabilities who reside in the district including students who are placed by the district in a non-public, nonsectarian school.

GOAL: In support of the District's focus on the climate of care and educating the whole child including students with disabilities.

ALTERNATIVES:

1. Approve this contract for residential and non-public school placement and services for this student.
2. Do not approve this contract for residential and non-public school placement and services for this student.

RECOMMENDATION: Alternative #1

Prepared by: Susan Roberts, Director of Pupil Services

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Approve this contract for non-public school and residential placement
and services for this special education student #1 – 2021-22

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

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

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)		Oak Park Unified School District			
Address		5801 Conifer Street			
City, State Zip		Oak Park, CA 91377			
LEA Case Manager		Susan Roberts			
Phone and E-Mail		sroberts@opusd.org			
Student Last Name				Student First Name	
Grade		D.OB.		Sex () M () F	
Parent/Guardian Last Name				Parent/Guardian First Name	
Address					
City, State, Zip					
Home Phone		Work		Cell	
Parent/Guardian Last Name				Parent/Guardian First Name	
Address					
City, State, Zip					
Home Phone		Work		Cell	

Nonpublic School/Agency		CALO (#1-2021/2022)	
Address		130 Calo Lane	
City, State, Zip		Lake Ozark, MO 95049	
IEP Coordinator Name		Abby Mayer	
Phone		Fax	573 365 2224
E-Mail		Amayer@ca-lo.com	
Program Administrator Name			
Phone		Fax	
E-Mail			
Education Schedule – Regular School Year			
Number of Days		Number of Weeks	
Education Schedule – Extended School Year			
Number of Days		Number of Weeks	
Contract Begins		Ends	June 30, 2022

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION <i>Positive attendance only</i>				181.86		184	65	45,283.14
B. RELATED SERVICES								
1. Mental Health Support				300.10		386		115,838.60
2. Room and Board				129.00		386		49,794.00
3. Speech/Language a. Group b. Individual c. Consultation								

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
**SUBJECT: B.1.g. AUTHORIZATION FOR USE OF COOPERATIVE PURCHASING
CONTRACTS BY THE STUDENT NUTRITION SERVICES
DEPARTMENT DURING FISCAL YEAR 2021-22, PER PCC 20118**

CONSENT

ISSUE: Shall the Board authorize the Student Nutrition Services department to use cooperative purchasing (piggyback) contracts during fiscal year 2021-22, as permitted by Public Contract Code (PCC) 20118?

BACKGROUND: Throughout each school year, it is necessary for the Student Nutrition Services department to contract with vendors for the purchase of food and other related supplies. As bidding and preparing contracts is quite time consuming, it is common practice among school districts to allow “piggybacking” on one another’s contracts that have been bid in conformance with the requirements of PCC 20111-20118. As specific Board approval is required in order to use the piggyback provision, and in order to conform to the PCC bidding requirements, staff is recommending the Board’s authorization to utilize the following piggybackable contracts during fiscal year 2021-22:

- Sunrise Produce (Riverside Unified School District, “Fresh Produce” RFP No. 2017/18-12)
- Berry Man (Oxnard School District, RFQ 21_CNS_004 Distribution of Fresh Produce)
- P&R (Oxnard School District, RFQ 21_CNS_003 Distribution of Paper Supplies)
- Sysco (Simi Valley Unified School District, RFP# 20F29CN001 Grocery and Related Products)
- Jordano's (Santa Barbara Unified School District, Bid #P17/18-02, Food Service Grocery Products)
- Gold Star Foods (Oxnard School District, RFQ No. 21-CNS-006 Staple, Dry Goods and Grocery Products; RFQ No. 21-CNS-003 Fresh Bread Products)

FISCAL IMPACT: Use of these contracts meets competitive bidding requirements and allows the District to achieve greater cost savings.

BOARD POLICY: Pursuant to Board Policy and Administrative Regulation 3311 Bids - Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback")

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

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Authorize the Student Nutrition Services department to use cooperative purchasing (piggyback) contracts during fiscal year 2021-21, as permitted by Public Contract Code (PCC) 20118

Page 2

- ALTERNATIVES:**
1. Authorize the Student Nutrition Services department to use the listed piggyback contracts during fiscal year 2021-22, as permitted by PCC 20118
 2. Do not approve the listed piggyback contracts.

RECOMMENDATION: Alternative No. 1

Prepared by: Carole Ly, Director, Student Nutrition 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
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

**SUBJECT: B.1.h. APPROVE STUDENT TEACHING CLINICAL AFFILIATION
AGREEMENT WITH EMERSON COLLEGE – MAY 24, 2021 – MAY
27, 2022**

CONSENT

ISSUE: Shall the Board of Education approve an Affiliation Agreement for Student Teaching Internship in Clinical Education with Emerson College - May 24, 2021 – May 27, 2022?

BACKGROUND: Emerson College desires to enter into an agreement with Oak Park Unified School District for the purpose of providing supervised, practical learning experiences in connection with a clinical program to students of Emerson College. Emerson College will be responsible for all academic and accreditation aspects of the Program. The District will provide Emerson College student interns opportunities for suitable clinical learning practicum experiences and supervision.

Staff is recommending that the Board approve affiliation agreement with the Emerson College to offer practicums in clinical practice necessary for the students of Emerson College. Our staff will benefit from the contributions of the students participating in the supervised practice and would provide our staff to mentor and supervise student interns and assist the College in implementing the supervised practice.

FISCAL IMPACT: None

BOARD POLICY: Pursuant to Board policy 4112.21 the District can provide instruction and supervision appropriate for the student intern's level of preparation and continued learning for clinical education.

GOAL: In support of OPUSD Goal # 4.c - Expand teacher leadership opportunities

ALTERNATIVES:

1. Approve Affiliation Agreement for Clinical Education with Emerson College for Speech Language Internship - May 24, 2021 – May 27, 2022.
2. Do not approve the Affiliation Agreement for Clinical Education with Emerson College.

RECOMMENDATION: Alternative #1

Prepared by: Stewart McGugan, Assistant Superintendent of Human Resources

Respectfully submitted,

Jeff Davis Ed.D.,
Superintendent

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Approve an Affiliation Agreement for Student Teaching Internship in
Clinical Education with Emerson College - May 24, 2021 – May 27, 2022

Page 2

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

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

EMERSON COLLEGE
CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the “Agreement”), effective as of May 24, 2021 (the “Effective Date”), is by and between Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, “Emerson”) and Oak Park Unified School District, a California School District, and its agents, employees, affiliates, invitees, or representatives (collectively, the “Affiliate”). Emerson and Affiliate referred herein individually as a “Party”; collectively, as the “Parties”.

RECITALS

WHEREAS, Emerson desires to engage Affiliate for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the “Program”) to students of Emerson (each a “Student” and collectively, the “Students”); and

WHEREAS, Affiliate is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose.** Emerson hereby engages Affiliate, and Affiliate hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:
 - 1.1 Role and responsibilities of the Student within the practice setting.
 - 1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.
 - 1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.
 - 1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.
 - 1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.
 - 1.6 Clinical problem-solving across age span, disorder, and setting.
 - 1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.
 - 1.8 Cultural competency when working with patients/clients/families in all practice settings.
 - 1.9 Adherence to ASHA’s Code of Ethics and appropriate ethical behavior.
2. **Program Structure; Telehealth Program Contingency.**

- 2.1. Emerson and Affiliate agree that in the normal course of business, the Program will be conducted on-site by the Student at the Affiliate location consistent with all ASHA guidelines.
- 2.2. In the event of (a) a declared emergency by the federal government or the state government in which either Emerson or Affiliate are located, (b) a continued emergency circumstance in the discretion of either Party, or (c) for the health and safety of the Student as determined by either Party (each, an “Emergency Circumstance”), Emerson or Affiliate may determine to restrict or prohibit on-site placement of the Student at Affiliate.
 - 2.2.1. If either Party decides to restrict or prohibit on-site placement of the Student in response to an Emergency Circumstance, Emerson may request that Affiliate permit the Student to engage in the Program remotely using telecommunication technologies (“Telehealth Program”).
 - 2.2.2. If Affiliate agrees to permit a Telehealth Program, the Telehealth Program will be subject to the following terms and conditions:
 - 2.2.2.1. The Telehealth Program will continue for the duration of the time that Emerson is prohibiting on-site placements or until Affiliate allows on-site placements, whichever is later;
 - 2.2.2.2. The Affiliate has or will establish telecommunication capabilities to facilitate telehealth services to its clients for which Students may engage in as part of the Telehealth Program;
 - 2.2.2.3. Any such Telehealth Program shall comply with state licensing and telehealth practice laws as well as ASHA rules (which include compliance with the Council on Academic Accreditation and Council for Clinical Certification), guidelines or recommendations for internship or clinical programs, as either may be modified from time to time in consideration of any Emergency Circumstance;
 - 2.2.2.4. Emerson shall instruct the Student to adhere to all Telehealth Program rules and procedures of the Affiliate made known to the Student, which are necessary for Affiliate to conduct telehealth services in accordance with any applicable laws or regulations; and
 - 2.2.2.5. Student will continue to be covered by Emerson’s professional liability insurance as set forth in this Agreement for the duration of such Telehealth Program.
- 2.3. If Affiliate permits a Telehealth Program in accordance with Section 2.2.2, the Parties will work cooperatively in close consultation to help facilitate the Telehealth Program for the Student. Accordingly, all references to “Program” in this Agreement will mean the “Telehealth Program” as herein defined and the terms of this Agreement will continue to apply in full force and effect to any such Telehealth Program as it would to the Program, provided such terms are not inconsistent with Section 2.2.
- 2.4. If Affiliate does not permit a Telehealth Program in accordance with Section 2.2.2 of this Agreement, either Party may terminate the Agreement immediately upon written notice to the other Party.
- 2.5. Affiliate recognizes that during the time of the COVID-19 pandemic or other Emergency Circumstance, there may be increased risk to a Student, employees of Affiliate, or individuals served by Affiliate as a result of or relating to the Student’s in-person placement. Nevertheless,

if (i) the Parties do not restrict or prohibit on-site placement pursuant to Section 2.2.1, and (ii) Affiliate and Student agree to pursue the on-site placement, then Emerson and Student will execute appropriate waivers for the Student to participate in the on-site placement. Affiliate acknowledges that Emerson may restrict or prohibit such on-site placement and terminate the Agreement if the Student does not execute applicable waivers.

3. Responsibilities of Emerson.

- 3.1. Program. Emerson shall be responsible for all academic and accreditation aspects of the Program. Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with Affiliate in Emerson's sole discretion.
- 3.2. Policies, Rules & Regulations of Affiliate. Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.
- 3.3. Insurance. Emerson shall ensure that it maintains the following insurance with an AM Best rating of A-VII or better: (a) professional liability insurance covering students, interns and professional staff members in the amount of two million dollars (\$2M USD) per claim and four million dollars (\$4M USD) in the aggregate, and (b) general commercial liability insurance covering personal or bodily injury and property damages in the amount of one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate.
- 3.4. Vaccinations. If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.
- 3.5. Background Checks. If reasonably requested by Affiliate, Emerson shall ensure that a background investigation of Students is conducted prior to their assignment to Affiliate.
- 3.6. Health Insurance. If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

4. Responsibilities of Affiliate.

- 4.1. Program Opportunities and Activities. Affiliate shall appoint an individual to supervise each Student (the "Student Supervisor"). Affiliate shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program's curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student's participation in the Program. Upon request by the Student, Affiliate shall provide the Student with documentation or other information as required for the Student's submission to applicable licensing bodies or agencies.
- 4.2. Emergency Care. Affiliate acknowledges Emerson's interest in ensuring its Students receive medical care during an emergency at Affiliate, and Affiliate shall make emergency medical care available to Students at Student's expense in case of accident or illness and shall promptly notify Emerson of such medical care.

- 4.3. Withdrawal. Affiliate reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with Affiliate if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of Affiliate. Except in unusual circumstances, Affiliate shall make reasonable efforts to consult with Emerson before withdrawing any Student.
- 4.4. Insurance. Affiliate shall ensure that it maintains (i) comprehensive commercial general liability insurance for personal or bodily injury and property damages of not less than one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate and professional liability insurance in amounts, in each case, of not less than two million dollars (\$2M USD) per claim and four million dollars (\$4M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of Affiliate. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days' prior written notice to Emerson.
- 4.5. Indemnification. Affiliate agrees to defend, indemnify and hold harmless Emerson, its corporations, trustees, officers, employees, faculty, students, representatives and agents (collectively, the "Indemnitees") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees relating to, arising out of, directly or indirectly, or in connection with Affiliate's breach of this Agreement, negligence, or willful misconduct related in any way to this Agreement or the Program; provided that the maximum aggregate liability under this provision shall not exceed the applicable insurance coverage or benefits set forth in this Agreement.

5. Term and Termination.

The term of this Agreement ("Term") shall be one (1) year commencing on the Effective Date of June 30, 2022.

- 5.2. This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days' written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the Affiliate and participating in the Program.
- 5.3. In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.
- 5.4. Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with Affiliate, and Affiliate is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the Affiliate's Student Supervisor.

6. Education Records. If Affiliate obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g; 34 C.F.R. § 99.3), Affiliate acknowledges that Affiliate is receiving such education records as an agent of Emerson and agrees

to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.

7. **Confidentiality.** The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA “education records,” strictly confidential. This section shall survive any cancellation or termination of this Agreement.
8. **Status of the Parties.** Each Party to this Agreement shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of Affiliate. All Students participating in the Program shall be, at all times, unpaid externs of Affiliate without expectation of or entitlement to compensation or employment benefits from Affiliate, including, without limitation, workman’s compensation insurance benefits.
9. **No Discrimination.** In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.
10. **Compliance with Policies.** Affiliate understands that the Students in the Program are subject to and protected by Emerson policies on academics and conduct. Affiliate agrees to cooperate with Emerson’s actions taken or inquiries made pursuant to policies.
11. **Use of Name; Public Disclosure.** Unless Emerson provides prior written approval, Affiliate may not use the name of “Emerson” or any Emerson logo or mark; disclose the terms of this Agreement externally; or communicate with members of the media or otherwise make any public announcement regarding the Program. Notwithstanding the foregoing, Affiliate may disclose the terms of this Agreement as required by law or to comply with a regulatory, accreditation, legal or financial reporting obligation. Affiliate may disclose the terms of this Agreement to legal, tax, or financial advisors. Nothing in this paragraph prevents Affiliate from stating that Students are enrolled in Emerson’s program or from publicizing Students’ placement if Students agree.
12. **Notices.** Any notices permitted or required by this Agreement shall be in writing and deemed made on the day such notices are sent via email, delivery receipt requested, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate:

If to Emerson:

Emerson College

Attn: Laura Glufling-Tham

Email: laura_glufling_tham@emerson.edu

With a copy to: Emerson College's Office of the General Counsel: Email:
Meredith_ainbinder@emerson.edu

13. **Assignment.** The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. Affiliate shall not assign or transfer any rights or obligations of Affiliate under this Agreement without the prior written consent of Emerson.
14. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in state and federal courts in the Commonwealth of Massachusetts and will not contest venue or jurisdiction in those courts.
15. **Entire Agreement; Amendment; Waiver.** This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence.

<signature page to follow>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

EMERSON COLLEGE

Oak Park Unified School District

By: _____

By: _____

Title: _____

Title: Assistant Superintendent, HR

Name: _____

Name: Stewart McGugan

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

SUBJECT: B.2.a. AWARD BID AND APPROVE PROPOSAL FOR GRASS MOWING SERVICES

ACTION

ISSUE: Shall the Board award the bid and approve the proposal for Grass Mowing Services?

BACKGROUND: On Friday, July 9th, 2021, OPUSD's M&O Department (M&O) sent a Scope of Work to oversee grass mowing services and a Notification for Bids to all CUPCCAA vendors holding a landscape license.

As referenced in the Scope of Work, the expectation is for all grass surfaces to be mowed once per week. All sidewalks, curbs, concrete slabs, tree rings, and bed edges will be edged with a string trimmer. The baseball and softball fields at Oak Park High School as well as the softball field at Oak View High School will be cut to proper grass length for play and the areas the borders where grass meets dirt will be properly edged and maintained.

Two vendors, Enhanced Landscape and Stay Green, attended the mandatory walkthrough on Friday, July 16th, 2021, and both submitted bids prior to the deadline of 2pm on Friday, July 30th, 2021. Our current vendor did not attend the walkthrough, nor did they submit a bid.

Enhanced Landscape submitted a bid of \$8,313 per month whereas Stay Green submitted a bid for \$8,700 per month. It is worth noting that Enhanced Landscape handles landscape services for the unincorporated area of Oak Park and has performed successfully on recent projects for the District including the landscaping of the District Office slope and annual brush clearance at King James Court. Due to the quality of their work and a competitive bid, M&O recommends Enhanced Landscape takes over grass mowing services effective September 1, 2021.

Enhanced Landscape's proposal is included for the Board's review and consideration. Administration is enthusiastic about hiring Enhanced Landscape to provide grass mowing services districtwide and recommends acceptance of the proposal.

Upon awarding of bid and approval of proposal, a service agreement will be drafted, reviewed by our JPA, and executed. It will be brought to the Board for ratification during the September Board Meeting.

FISCAL IMPACT: The monthly cost of \$8313 is \$1,072 higher than our current cost and is to be paid out of the M&O budget.

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Approve a contract for Grass Mowing Services with Enhanced Landscape Management.

Page 2

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 #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. Award bid and approve proposal for Grass Mowing Services.
2. Do not award bid for Grass Mowing Services..

RECOMMENDATION: Alternative No. 1

Prepared by: Brendan Callahan, Director, Bond Programs, Sustainability, Maintenance, and Operations
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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



NOTICE TO CONTRACTOR CALLING FOR BIDS (CUPCCAA PROJECT)

SCHOOL DISTRICT: Oak Park Unified School District

PROJECT: Lawn Management Services Districtwide

MANDATORY PRE-BID JOB WALK: Interested parties must join the mandatory job walk on Friday, July 16, 2021 (8:00AM) at Oak View High School, 5701 Conifer St, Oak Park, California (Meet in front of Main Office at Oak View High School).

CONTRACTORS LICENSE CLASSIFICATION: C-27 Landscape Contractors License

In accordance with the provisions of Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the District requires that the bidder possess the appropriate license for the work to be performed at the time the bid is submitted. Appropriate licenses are noted above; more than one license may be required. This list in no way relieves the contractor from fulfillment of any legal requirement or licensing necessary for performance of its work.

TIME, DATE & PLACE TO SUBMIT BIDS:

Bids will be received by Oak Park Unified School District located at 5801 Conifer St, Oak Park, California, at any time prior to 2:00PM Friday, July 30, 2021.

INQUIRIES:

For further information contact:

Oak Park Unified School District
Brendan Callahan, Director of Bond Programs, Sustainability, Maintenance, & Operations
bcallahan@opusd.org
(818) 355-7176

Or

Oak Park Unified School District
Adam Rauch, Assistant Superintendent of Business Services
arauch@opusd.org
(805) 750-0466

END OF SECTION



SCOPE OF WORK (CUPCCAA PROJECT)

SCHOOL DISTRICT: Oak Park Unified School District

PROJECT: Lawn Management Services Districtwide

SCOPE:

Oak Park Unified School District is looking for a vendor to oversee lawn management across all District sites.

The expectation is for all grass surfaces to be mowed once per week. All sidewalks, curbs, concrete slaps, tree rings, and bed edges will be edged with a string trimmer.

The baseball and softball fields at Oak Park High School as well as the softball field at Oak View High School will be cut to proper grass length for play and the areas the borders where grass meets dirt will be properly edged and maintained.

The locations under this scope include:

- Oak Park High School (899 Kanan Rd, Oak Park),
- Medea Creek Middle School (1002 Doubletree Rd, Oak Park)
- Brookside Elementary School (165 Satinwood Ave, Oak Park)
- Oak Hills Elementary School / Oak Park Neighborhood School (1010 Kanan Rd, Oak Park)
- Red Oak Elementary School (4857 Rockfield St, Oak Park)
- Oak View High School / Oak Park Independent School (5701 Conifer St, Oak Park)

Note:

- District Grounds Staff will continue to maintain the plant landscape, trees, and irrigation
- District expects that if a sprinkler is broken during mowing, vendor notifies District Staff



2021 LANDSCAPE MAINTENANCE PROPOSAL

Oak Park Unified
School District

SUBMITTED TO:

Oak Park Unified School District
Attn: Brendan Callahan
(818) 355-7176
bcallahan@opusd.org

SUBMITTED BY:

Greg Epstein
Executive Director
Enhanced Landscape
Management
(805) 469-7688
Greg [@EnhancedLandscape.com](mailto:Greg@EnhancedLandscape.com)



July 19, 2021

Oak Park Unified School District

Brookside Elementary School, Red Oak Elementary School, Oak Hills Elementary School, Oak Park Unified School District Office, Medea Creek Middle School and Oak Park High School

Dear Mr. Callahan,

Thank you very much for the opportunity to bid the landscape services for Oak Park Unified School District. We are very grateful to be included in this process and look forward to providing you with the ***peace of mind*** that your landscape needs will be fulfilled. In an industry that will undoubtedly encounter bumps and challenges along the way, we want to assure you that we are here for ***you***. While we may not be able to promise perfection in our team's delivery of your service, what we can promise, without waiver, is our commitment to being responsive, taking accountability, and helping provide you with solutions. We are hyper-focused on doing what's right by our clients and providing you with consistent value.

With that said, we take tremendous pride in our work, our people, and our reputation. It's our goal to provide you with a custom-tailored maintenance plan focused on the following key items...

- Set weekly schedule for each site
- Electric handheld equipment
- We use mulching mowers which provides natural fertilization
- Safety focused team members

By entrusting our Team with the care for Oak Park Unified School District, you are gaining access to a professional staff that has a passion for what they do. Our company resources are on par with the nation's largest maintenance companies, yet our branches are regionally structured to operate in tune with local needs. Each Branch Manager essentially "owns" their region. We've found this provides our customers with the best value as we can bypass delays, take on any sized landscape project, and ramp up quickly to deliver on our promises.

We are extremely excited about the opportunity to work together and establish a long-term partnership. It's not in our company DNA to simply take on work. We want to get to know you, your property, and help form a sustainable game plan for its care. At the same time, help protect your investment so that you see a return on its value. We welcome the chance to meet in person to further discuss our proposal and answer any questions you may have. Thank you again for your time and consideration. We hope to have the pleasure of providing you with unparalleled ***peace of mind***.

Sincerely,

Greg Epstein

Executive Director

Enhanced Landscape Management



Our Approach to Service

Enhanced Landscape Management is committed to providing outstanding quality both in your landscape and in customer service:

- **We work safely:**



- All of our crews are uniformed in safety yellow with our Enhanced logo on back. Similarly, our trucks are very visibly identifiable. No one will have any doubt about who is working on your site.
- Our xMod (safety) rating is one of the lowest in our industry at 87. Our top three competitors range from 98 to 135. We are highly committed to keeping our crews, your customers and employees safe at all times.

- **We are here to serve seamlessly:**

- Our supervisors and crews carry cell phones and tablet computers.
- An Area Manager and crew will be assigned to your site.





- We are committed to making your landscape excellent:



- Our goal is to make the turf throughout **Oak Park Unified School District** healthy, functional and attractive.



Price Overview & Included Services

Monthly Maintenance Price

\$8,313.00/month

This price includes a baseline of ***60** total manhours per week

In addition to crew manhours, you will receive support from a dedicated Area Manager for job walks and site inspections, and Branch Manager for overall quality assurance

Included Services

- Monthly walks/meetings with Area Manager (as needed)
- In-house design work upon request



LANDSCAPE MANAGEMENT SPECIFICATIONS

Enhanced Landscape Management will provide all tools, equipment, and materials necessary to perform the specified work for the Owner or designated Owner's Representative (hereinafter referred to as 'Owner').

I. TURF MANAGEMENT

A) Lawn Mowing

1. Turf will be mowed weekly, weather permitting.
2. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade.

B) Edging & String Trimming

1. All sidewalks, curb lines, concrete slabs, tree rings, and bed edges will be edged to maintain a neat and manicured appearance.

II. GENERAL CONDITIONS

- A) Owner is responsible for all costs associated to water.
- B) Enhanced Landscape Management will provide uniformed staff supervised by fully trained Supervisors. Cellular phone communication is in use during regular business hours and emergency after-hours communication is available.
- C) Enhanced Landscape Management provides all payment of wages, workers' compensation insurance, social security tax, employment compensation tax, employer's liability insurance, and all other requirements of federal, state, and local government. Licenses and proof of insurance, listing client as additionally insured, are available on request. License C-27 A 450067, D49 Arborist License.
- D) Inspection of site will be made regularly and problems, if found, will be discussed by Enhanced Landscape Management with the Owner.
- E) All grass clippings to be mulched, any trash on turf areas will be removed and disposed on site. If any green waste is generated, it will be recycled.

III. WORK PERFORMED AT AN ADDITIONAL FEE

The parties expressly agree that the following work will be performed by Enhanced Landscape Management at an additional cost. Extra work will need prior permission from the Owner. All extra work will be billed at Enhanced Landscape Management standard hourly rate.

- A) Fuel Modification.
- B) Trimming of trees.
- C) Fertilization.
- D) Treatment for rodents, snails, diseases or pests on lawns, trees and shrubs.
- E) Aeration, scalping or renovation of lawn areas.
- F) Correction of pre-existing conditions such as dead or dying plant material requiring enhancement work.
- G) Cleaning and/or repairing from acts of vandalism, natural disorders, or acts of God.
 - (i) (example: freeze, wind, fire, rain, etc.).
- H) Irrigation repairs.



Thank you for joining the Enhanced Landscape
Management Family!

It's our mission to provide you with the *peace of mind*
that your landscape will be professionally cared for.



LANDSCAPE MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into, by and between **Enhanced Landscape Management**, License C-27 A 450067, D49, located at 1938 E. Thousand Oaks Blvd, Thousand Oaks, CA. 91362 hereafter referred to as the 'Contractor', and Oak Park Unified School District the Owner or designated Owner's Representative, hereinafter referred to as 'Owner'.

The parties wish to enter into an agreement to define the terms and conditions under which Contractor will provide landscape maintenance services to Owner.

The parties hereby agree as follows:

- 1) **Services:** The Contractor agrees to perform the landscape management services to the highest possible standard.
- 2) **Start Date:** This Agreement shall commence on **September 1, 2021**.
The Term of this agreement shall be for One (1) year. Sixty (60) day cancellation notice, in writing, by either party is required to terminate contract.
- 3) **Consideration/Payment:** In consideration for the Contractor's performance described herein, Owner agrees to pay Contractor a monthly sum of: **\$8,313.00**.
 - A) **Payments:** Invoices will be sent on 1st day of each month for current month's services and payment shall be due upon issue. A late charge of 1.5% per month shall be charged on all amounts 30 days past due. The owner warrants that he has sufficient funds to pay the contract price and any extra work which may be ordered by the Owner or his representative.
 - B) **Automatic Contract Renewal:** If the Owner has not notified the Contractor, in writing, the Agreement will automatically continue on a month-to-month basis and all terms and conditions of this Agreement remain in force.
 - C) **Price Increase(s):** On the contract service anniversary date, the annual contract fee may be subject to an increase. The increases are generally in the 2% - 4% range and are typically in line with annual CPI (Consumer Price Index) increases. These increases are due to contractor cost escalation for items such as: government mandated wage increases and employee benefits, material and fuel cost increases and other general increases to the cost of doing business such as insurances. Contractor shall notify Owner in writing prior to price increase taking effect.

- 4) **Additional Services:** Services performed and/or materials delivered, which are not specifically mentioned herein, will be deemed 'additional services'. Additional services will be billed separately and all payments are due upon receipt. The performance of, and the payment for additional services are subject to all the terms and conditions of this Agreement.
- 5) **Materials, Supplies, and Equipment:** Contractor will furnish all materials, labor, supplies, and equipment necessary to perform the services specified.
- 6) **Law:** The laws of the State of California shall govern this Agreement.
- 7) **Arbitration of Disputes:** Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator (s) may be entered in any court having jurisdiction thereof. Claims within the monetary limit of Small Claims Court shall be litigated in such court at the request of either party, so long as both parties limit their right to recovery to the jurisdiction of the Small Claims Court.

Initials ELM

Initials OPUSD

- 8) **Attorney's Fees:** In the event of suit or action commenced to enforce the terms of the Agreement, the prevailing party shall be entitled to attorney's fees and costs, including any appeal.
- 9) **Liability:** Contractor is an independent contractor and the Owner assumes no liability for injury to the Contractor or the Contractor's agents or employees, unless the Owner, the Owner's agents, servants, or employees cause such injury by negligence or intentional acts. It is further understood that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, its agents, or employees.
- 10) **Insurance:** Contractor agrees to carry the required insurance.
- 11) This Agreement incorporates all the terms and conditions which the parties intended to be included herein, and is hereby mutually agreed to be a fully integrated Agreement. Both parties have read this Agreement and fully understand the contents.

- 12) **Notice to the Owner:** (1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled in copy of this agreement. Owner acknowledges that he/she has read and received a legible copy of this agreement signed by Contractor, which incorporates all the terms and conditions the parties intended to be included herein, and is hereby mutually agreed to be a fully integrated Agreement, before any work was done, and that he/she has read and received a legible copy of every document that Owner has signed during the negotiation.

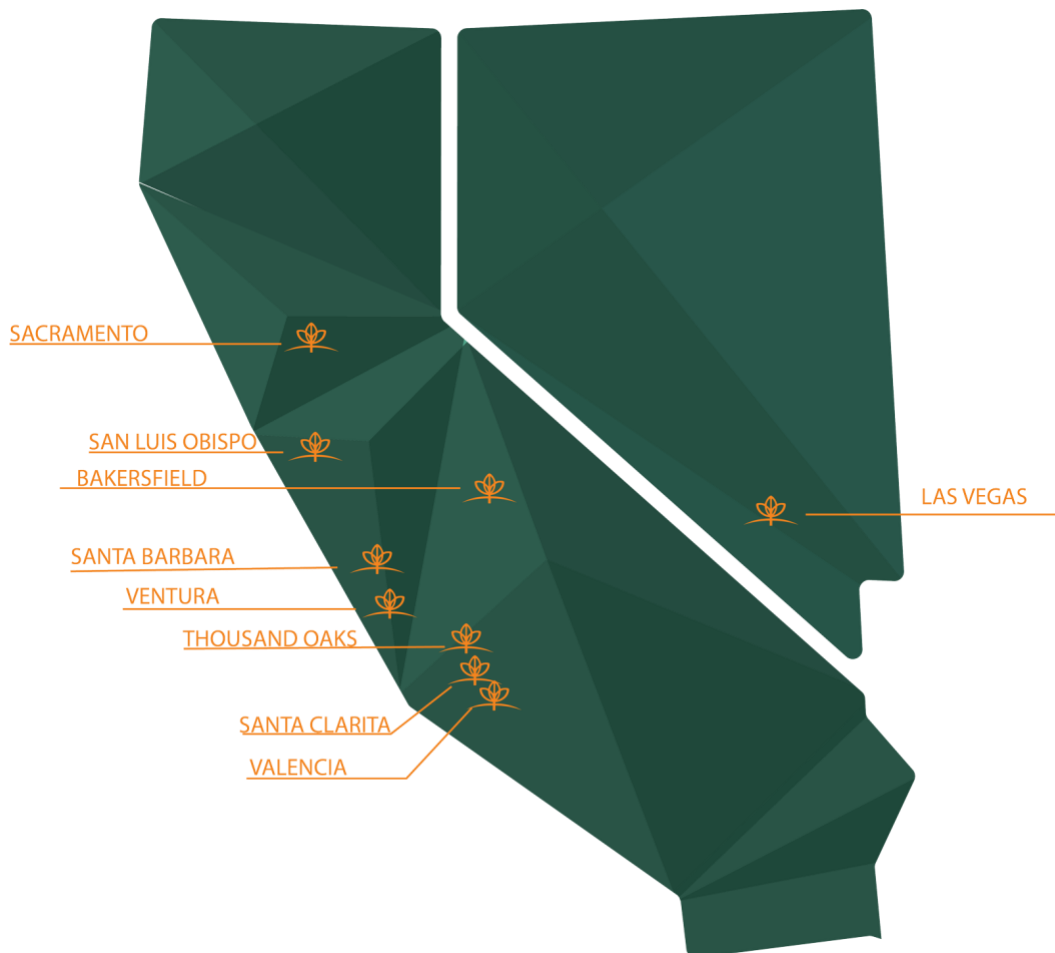
WE HAVE READ, UNDERSTAND AND AGREE TO ALL TERMS OF THIS CONTRACT AND WE ACCEPT THIS PROPOSAL AND AGREE TO BE SO BOUND.

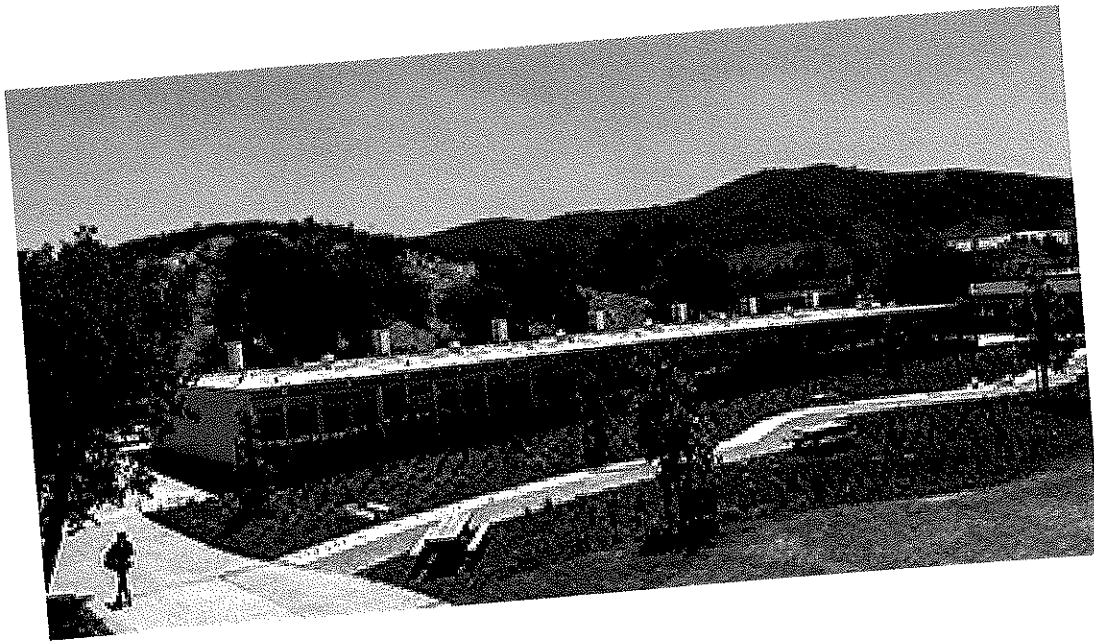
ELM Representative

Owner's Signature

Date

Date

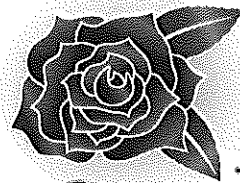




PROPOSAL FOR:
**OAK PARK UNIFIED
SCHOOL DISTRICT**

5801 Conifer Street
Oak Park, CA 91377

July 30, 2021



Stay Green Inc.TM

*The Natural Choice
For Professional Landscape Services*

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July 30, 2021

Oak Park Unified School District
Landscape Maintenance
5801 Conifer Street
Oak Park, CA 91377

Dear Brendan Callahan,

We appreciate this opportunity to present your requested proposal for landscape maintenance services for **Oak Park Unified School District**.

For forty nine years, Stay Green Inc. has provided complete landscape maintenance services throughout Southern California offering tree trimming, maintenance, water management, and plant health care. We have on-staff plant health care experts, landscape designers, certified water managers, and (ISA) certified arborists happy to serve all your property's landscaping needs.

Stay Green's approach to providing quality landscaping services has been a goal that we aim to achieve year after year. The crews are organized by their manager who provides direction, communication, training, and assistance on a schedule, as well as, on as needed basis. The crew is set up to perform the work as productively and efficiently as possible. The work will be performed in a cyclical manner to allow for organized flow throughout the project. We are always training new staff as part of our bench strength program. Keeping the highest level of managers on our projects is key to our success.

We use top of the line equipment that is rotated out based on manufacturers' recommendation. The equipment assists our team in providing our client a great product. Stay Green Inc. is equipped with additional equipment not dedicated to the job but, available in a moment's notice.

Delays in accomplishing work will not be an issue. If a backup is needed, we are equipped to step in and handle the additional need for equipment, laborers, or management. Our enhancement department is equipped to handle work outside of the scope of maintenance. This helps many of our customers resolve issues outside of the standard scope of work.

Stay Green Inc.

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All staff are trained to use all equipment and tools assigned to them. Stay Green Inc. lives by best practices that are practiced daily. Managers are especially used to training staff members on maintenance tasks, routine and non-routine. Other examples of best practices are pruning techniques, training the staff, and safety. Managers evaluate the job sites and walk with the crew leader to make a plan daily.

We consistently implement new technologies and techniques to improve our efficiency and effectiveness. And, since we were among the first to investigate and adopt environmentally friendly landscaping practices, we continue to inspire others in our industry to do the same. Utilizing safe chemicals, organic fertilizer, and water conservation programs are just a few of the initiatives that Stay Green has to offer. To elaborate, in order to help areas that are constricted by city regulations to decrease their water consumption, we offer plants and techniques that do not compromise the beauty of the landscape but reduce the requirement of water. Being innovative without sacrificing our service and quality, but allowing it to be enhanced, is top priority for us as a company.

We would be honored to add your property to our portfolio. We again thank you for this opportunity.

Sincerely,

Chris Angelo
President/CEO

Stay Green Inc.

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Stay Green Inc. Landscape Maintenance Specification & Agreement



STAY GREEN INC (SGI) agrees to furnish labor, supervision, tools and equipment necessary to maintain all plants and turf that make up the landscaping of:

Owner/Owner's Representative:

Company/Name: Oak Park Unified School District

Address: 5801 Conifer Street

Oak Park, CA 91377

In this Agreement, STAY GREEN INC. shall be referred to as "SGI", and "Owner and/or Owner's Representative" shall be referred to as "Owner".

Close Communication shall be kept with the Owner to insure their awareness of the maintenance program at all times. Upon request, SGI and Owner shall make a monthly inspection of the grounds covered by this Agreement.

SGI shall maintain the landscape areas in accordance with the following maintenance specifications.

Maintenance Specifications

Section 1: Personnel/Supervision

- 1.1 Supervision:** All included work shall be performed by persons directly employed and supervised by SGI. SGI shall provide management and technical supervision. SGI supervisor shall make at least 12 general inspections per year.
- 1.2 Personnel:** All employees of SGI shall be U.S. citizens or properly documented resident aliens and each is subject to professional appearance and performance. Each SGI employee shall wear an identifying uniform.



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Section 2: Turf Maintenance

- 2.1 Mowing:** Turf shall be mowed on a scheduled basis to maintain a neat appearance and to promote healthy growth. Cool season turf shall be cut to at least 2 ½ inches in height during warm seasons and reduced to 2 inches in height during cool seasons. Warm season turf shall be cut to at least 1-½ inches in height year round. Turf shall be cut at a uniform height. Turf shall be cut with sharp blades at all times. Mowing patterns shall be changed weekly to avoid rutting of turf areas. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles in the lawn areas. No mowing shall be performed in wet conditions.
- 2.2 Edging:** All turf edges adjacent to any hardscape and shrub/groundcover areas shall be trimmed as needed to maintain a neat appearance. A mulch buffer zone of approximately 17 inches in diameter shall be maintained around all trees in turf areas. Care shall be exercised with regard to the use of edgers and weed eaters to prevent damage to trees, building surfaces, walls, headboard, light fixtures, signage, etc.
- 2.3 Watering:** Operation of a smart, cloud based irrigation system shall be used to obtain efficient and uniform moisture throughout the root zone. A soil probe or moisture sensor shall be used to determine moisture needs on an as needed basis while daily, onsite evapotranspiration data will be used to establish watering schedules. Repeat run and soak cycles based on the soil type and slope by zone shall be programmed to maximize water penetration and minimize runoff. Soil in turf areas shall be allowed sufficient time to dry prior to mowing in order to minimize soil compaction.

Section 3: Groundcover Maintenance

- 3.1 Edging and Trimming:** Groundcover adjacent to walkways, curbs, paved areas, shrubs, trees, and other miscellaneous objects in groundcover areas shall be edged as needed to maintain a neat, clean, well-defined edge. A 4-inch to 6-inch bare area shall be maintained between groundcover and adjacent buildings.
- 3.2 Watering:** Operation of the irrigation system shall be performed to obtain uniform moisture throughout the root zone. A soil probe or moisture sensor shall be used to determine moisture needs on an as needed basis. Repeat cycles shall be programmed to maximize penetration and minimize runoff.
- 3.3 Weed Control:** Weed Control shall be maintained so that all groundcover areas are reasonably weed free and no obvious weeds are left visible. Weeds shall be controlled with suitable pre- and/or post-emergent herbicides, as well as with selective and/or contact herbicides. Hand pulling and/or mechanical removal may also be necessary.

Section 4: Shrub Maintenance

- 4.1 Pruning:** Pruning of shrubs shall be performed to attain maximum desired effect or purpose while retaining as much of the natural characteristics or branching as possible. Shrubs shall be pruned as required for safety, removal of broken or diseased branches, general containment or appearance. Pruning at the correct time of year is essential to maximize flowering potential. After flowering, remove any spent blooms or flower stalks. The landscape, building design, as well as the Owner's preferences dictates the type of pruning to be done. SGI practices are as follow:
- A. Natural Shape-** The intent is to emphasize the natural form of the shrub. Initially "pinch prune" to keep compact and develop structure. Ultimately remove, as needed old stems to rejuvenate. Avoid shearing, which will eliminate flowering wood and destroy character.
- B. Natural Hedge-** The intent is to develop a loose, informal appearing hedge.



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C. Formal Hedge- It is the intent of these shrubs to have straight, crisp edges.

- 4.2 Weed Control:** Weed Control shall be maintained so that all shrub areas are reasonably weed free and no obvious weeds are left visible. Weeds shall be controlled with suitable pre- and/or post- emergent herbicides, as well as with selective and/or contact herbicides. Hand pulling and/or mechanical removal may also be necessary

Section 5: Tree Maintenance

- 5.1 Included Trees:** Trees shall be pruned back to clear all roads, drives, parking lots, walkways and doorways to achieve safety for all pedestrians and vehicles. Trees less than a height of twelve (12) feet shall be routinely maintained as necessary to maintain and encourage the natural form and shape. Trees over twelve feet shall be monitored by SGI for necessary pruning in order to maintain tree health, appearance, and over-all safety. SGI will notify Owner of recommended action, price, and timing of work to be done on a separate "Work Order" form.
- 5.2 Tree Pruning:** Pruning shall be done to eliminate diseased or damaged growth; to eliminate weak branch attachment angles; to reduce wind damage by thinning-out the canopy and to encourage a natural growth pattern of each specific variety.
- 5.3 Staking and Guying:** While in place, stakes and guys shall be inspected and adjusted, as needed, to prevent girdling damage to trunk and limbs. All tree ties and guys shall be loosened to allow tree to flex, allowing for the trunk to strengthen. Staking and guying shall be eliminated as rapidly as trees become self-supporting under normal environmental conditions.
- 5.4 Weed Control:** A buffer zone of approximately 17 inches in diameter shall be maintained for trees located in turf areas and are to be kept weed free. Weeds shall be controlled with suitable pre- and/or post-emergent herbicides, as well as with selective and/or contact herbicides. Hand pulling and/or mechanical removal may also be necessary.
- 5.5 Mulching:** For trees located in turf areas SGI will mulch the tree buffer zone, which will help reduce water consumption, enhance soil nutrition and improve tree vigor.

Section 6: Hardscape Areas

- 6.1 Hardscape Cleaning:** Hardscape areas shall be maintained in accordance with maintenance schedule. Cracks in sidewalks, curbs and gutters shall be sprayed to control weeds. Sidewalls will be cleaned of gardening debris resulting from SGI's work.

Section 7: Disposal of Garden Debris

- 7.1 Offsite Disposal:** Garden debris generated as a result of work performed by SGI shall be accomplished off site.

Section 8: Annual Color Program N/A

- 8.1 Color Maintenance:** Watering shall be accomplished, as required, to promote optimum growth. Care shall be exercised to prevent eroding of soil and excess drainage from containers on the hardscape. Remove dead or faded blossoms, stems, foliage, and trash to encourage blooming and maintain a neat appearance. Applications of pesticides will be made as required to control and prevent diseases and pests. Fertilize annual color plants regularly with consideration of plant and soil needs. SGI, at no additional expense to Owner, shall replace plants removed due to diseases or maintenance problems



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and will be of same quality, type, and size as initial installed. Owner will absorb costs of color replacement due to vandalism, theft, Acts of God, and/or anything beyond SGI's control.

- 8.2 Color Installation Procedures:** The annual color program shall be designed by SGI's color designer. The design including plant types, species, and colors will be presented to Owner for input and review. SGI will contract annual color growers 8 to 12 weeks ahead of scheduled planting to provide the best quality plants. Seasonal weather conditions and trends dictate optimal growth for annual color; therefore, SGI will be responsible for annual color planting schedule. SGI is responsible to notify Owner if there are any delivery problems which would delay planting.

Section 9: Irrigation Water Management

- 9.1 Controllers:** SGI will install 0 controllers - smart, cloud based irrigation controls by Weathermatic, at no cost to the property (typically \$5,000 per controller system), to automatically adjust watering schedules equal to the needs of the landscape and percolation rate each area is capable of receiving based on topography, soil type, plant material, season, and/or climatic factors. SGI shall utilize repeat cycles on controller to minimize excessive runoff and aid in water conservation. SGI will schedule controller operation preferable at night and/or early morning to reduce possible nuisance from sprinkler operation to pedestrians or vehicles. SGI shall perform preventative maintenance as needed using mobile, cloud based inspection software with photographic records of major repair items. If controller map is not available, Owner shall provide SGI with a site plan and SGI shall produce and provide Owner with a controller location map. Owner is responsible for providing water and continuous 110-volt power to controller. If rebates are available for controllers and obtained funds will be split 50/50 with SGI and "owner". In our experience we have seen 20-30%+ water savings over a 12 month duration when this system is installed and allowed to be operated properly.
- 9.2 Operation of System:** All irrigation systems shall be observed during operation cycle at least once per month to verify effectiveness of sprinkler operation. SGI will adjust and clean as necessary all sprinkler heads, valves and pressure reducers to continue operation at maximum efficiency and performance. Sprinkler heads in turf areas shall be kept clear of overgrowth, which may obstruct maximum operation.
- 9.3 Repairs:** Accidental damage resulting from SGI's operation shall be repaired at no charge. Needed repairs resulting from vandalism, accidents, animals, normal wear and tear, Acts of God or other cause shall be reported to Owner and shall be performed upon approval of a separate "Work Order" form. However, SGI shall use good judgment to make such immediate repairs, at time and material basis, as may be required to prevent unnecessary expense, water-waste and/or prevent damage to the landscape. Malfunctions of any nature, which are deemed to be the fault of the materials or workmanship still covered under original installation guarantee, shall be reported immediately to Owner.

Section 10: Pesticides

- 10.1 Procedures for Application of Pesticides:** Pest populations shall be monitored by SGI and recommendations for control shall be forwarded to Owner. SGI will perform such work upon approval, by Owner, of a separate "Work Order" form. Pesticides used shall be of the least toxic available which will be consistent with good pest management and practices and results. In the event that a pesticide application is approved, the Owner shall be notified per schedule of all chemical applications. Owner will be notified of any deviations from this schedule. Pesticides shall be applied at times, which limit the possibility of contamination from climatic and other factors. Applicator shall monitor forecasted weather to limit potential runoff of treated areas and possibility of contamination. When water is required to increase pesticide efficiency it shall be applied only in quantities of which area is capable of receiving without runoff. Care shall be taken in transferring and mixing pesticides to prevent contam-



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inating areas outside the target area. Application methods shall be used which insure that materials are confined to their targeted area. Disposal of pesticides shall be within guidelines established in the California Food and Agriculture Code or any state or local governing agencies. Chemical application records shall be kept on file by SGI and will be made available to Owner if requested.

Section 11: Safety

11.1 Rules and Procedures: Safety vests shall be worn at all times while working near traffic areas. Safety cones shall be used while working in median or near traffic areas. Safety cones shall always be set in front of and at the rear of SGI vehicles. "Front" cone shall not be necessary when parked head-in parking stall. No standing or riding in the back of trucks or trailers.

A. Proper safety protection shall be worn by workers at all times when operating power equipment:

1. Safety glasses
2. Hearing protection
3. Safety vests

B. If a vehicle must be stopped in the traffic lane, all proper precautions must be followed:

1. Cones set out at proper intervals
2. Flashing hazard lights on vehicle
3. Care must be taken at all times so as not to impede the flow of traffic

SGI shall comply with all Safety, OSHA requirements, local and federal requirements which are not listed within these specifications.

Section 12: Holidays/ Rain, Snow, or Natural Disasters

12.1 Holidays: SGI observes New Years, Good Friday, Independence Day, Labor Day, Memorial Day, Thanksgiving and Christmas. Holidays occurring on Saturdays will be observed on the Friday prior, and the Holidays occurring on Sundays will be observed on the following Monday.

12.2 Rain, Snow, or Natural Disasters: Any of the following occurring on three (3) or more consecutive service days, SGI will work an alternate day.

Section 13: Licenses and Insurance

13.1 Licenses: Landscape Contractor, Certified Arborist, Pest Control Advisor and Pest Control Operator licenses shall be maintained by SGI's as required by the state of California. Photocopies of licenses will be provided upon request.

13.2 Insurance: SGI at its sole cost and expense, shall procure and maintain in effect during the term of the Agreement the following insurance coverage: (i) Worker's Compensation with statutory benefits and limits which shall fully comply with all federal, state and local laws; (ii) Employer's Liability Insurance with limits of not less than \$1,000,000 per accident and \$1,000,000 per disease; (iii) General Liability Insurance with limits of not less than \$1,000,000 combined single limit, with an additional \$1,000,000 Umbrella of coverage; and (iv) Comprehensive Automobile Liability Insurance, including owned, non-owned, leased and hired coverage with limits not less than \$1,000,000 combined single limit. Certificates of Insurance for Liability, Property damage and Workers Compensation will be provided upon request.



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OFFER, TERMS AND CONDITIONS for landscape maintenance service to be provided in conformance with this Agreement for the sum of **\$ 8,700.00** per month, payable by the 10th day of each month service is performed. This Agreement is for a period of 1 year and is automatically renewed each anniversary date, subject to a cost of living increase based upon the Consumer Price Index of the U.S. Department of Labor for the Los Angeles – Riverside – Orange County, California areas. A change in the scope of this Agreement and/or specifications could be subject to a cost increase. Invoices are due within 30 days of billing date, or are subject to a 1 1/2% per month service charge (18% annual rate). SGI shall have the right to stop work until all payments due have been received under terms of this Agreement. Such Action shall not be deemed a breach of this Agreement by SGI.

Owner and SGI retain the right to terminate this Agreement upon 30 days notice by Certified Mail. Owner agrees to pay all materials, extra work, and if applicable, pro-rated service fees for the service period up to and including termination date. A termination fee of \$199 per SmartLink water management control system is applied in the event of termination within 12 months of the contract starting date; this fee includes the property retaining the smart controller and weather station while the SGI Aircard for monitoring is removed. In the event that any unresolved dispute or controversy arises out of any of the terms or conditions of this agreement, or to recover damages from the other party, any party hereto agrees to submit and file same with the American Arbitration Association in Los Angeles, California. The prevailing party of such action shall be entitled to recover the full amount of costs and expenses, including attorney fees paid or incurred in good faith. The American Arbitration Association shall not be bound by any fee schedule.

Service in accordance with this Agreement shall commence on **09/01/2021**, at the above referenced fee.

Name/Company :

Oak Park Unified School District

Address: 5801 Conifer Street

Oak Park, CA 91377

Phone 1: (818) 355-7176

Phone 2:

SGI:

STAY GREEN INC.

26415 Summit Circle

Santa Clarita, CA 91350

Phone Number (800) 858-5508

Fax Number (877) 317-8437

Landscape Contractors License #346620

Pest Control Operators License #32488

Pest Control Advisors License #04181

Certified Arborist License #WC-4375

SIGNATURE:

SIGNATURE:

Cody Christensen

DATE:

DATE:

07/30/2021



Stay Green Inc.

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Experience/Qualifications

Stay Green's approach to providing quality landscaping services has been a goal that we aim to achieve year after year. The crews are organized by their manager who provides direction, communication, training, and assistance on a schedule, as well as, on as needed basis. The crew is set up to perform the work as productively and efficiently as possible. The work will be performed in a cyclical manner to allow for organized flow throughout the project. We are always training new staff as part of our bench strength program. Keeping the highest level of managers on our projects is key to our success.

Stay Green's direct office line is available for assistance 5 days a week M-F 7:00am -5:00pm. Our afterhours emergency line is available to our customers 24 hours a day. The number for both lines is (800)858-5508. A customer service representative will be assigned to this account to assist with work order requests. This partnership will expedite the completion of issues and follow up communication.

We use top of the line equipment that is rotated out based on manufacturers' recommendation. The equipment assists our team in providing our client a great product. Stay Green Inc. is equipped with additional equipment not dedicated to the job but, available in a moment's notice. Delays in accomplishing work will not be an issue. If a backup is needed, we are equipped to step in and handle the additional need for equipment, laborers, or management. Our enhancement department is equipped to handle work outside of the scope of maintenance. This helps many of our customers resolve issues outside of the standard scope of work. All staff are trained to use all equipment and tools assigned to them. Stay Green Inc. lives by best practices that are performed daily. Managers are especially used to training staff members on maintenance tasks, routine and non-routine. Other examples of best practices are pruning techniques, training the staff, and safety. Managers evaluate the job sites and walk with the crew leader to make a plan daily.

Stay Green Inc. specializes in Landscape Maintenance, Plant Health Care, Design, and Tree Services thereby eliminating the need for subcontracting work. Not only does Stay Green Inc. service commercial businesses, homeowner associations, and large complexes; we also handle many city and county landscaping accounts. Since we are a full service Landscape Company we have the ability to expect and achieve our high standards out in the field.

Cody Christensen will be the Account Manager in charge of this account if awarded to stay green. Cody's direct phone number is, 661-714-9037, and his email, cchristensen@staygreen.com. If you have any questions please feel free to reach out to Cody Christensen.

Stay Green Inc.

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50 Years of Excellence

Our Mission

Stay Green Inc. is committed to being the leader in providing professional landscape services resulting in the highest level of client satisfaction.

Our Vision

Stay Green Inc. will be the leading provider of complete professional landscape services and our industry's employer of choice in Southern California.

Our Environmental Commitment

Stay Green Inc. led the way in adopting environmentally friendly landscaping practices within our industry and we will maintain our role as a leader by investigating and implementing new methods and technologies for the collective benefit of our clients and the communities in which we work.

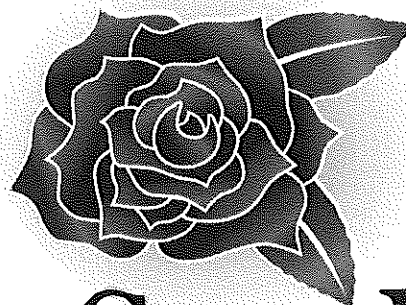
Our Story

Operating from the garage of their home in the San Fernando Valley, Richard and Charlene Angelo launched Stay Green Inc. in 1970 with one truck, a handful of residential customers, and a vision for providing the best landscape services anywhere.

In those early days, Rich personally serviced each account. His sense of professionalism guaranteed his customers' satisfaction, and the business grew quickly through referrals. Rich hired staff gradually to meet the demand, ensuring that he could train each new employee to do the work the Stay Green way.

Today, that passion for quality and service infuses everything we do for our clients. Headquartered in Santa Clarita, our company has more than 200 employees working in three divisions – Landscape Maintenance, Plant Health Care, and Tree Care – and services clients throughout Southern California.

Stay Green Inc. is recognized as a leading provider of high-quality landscape services to commercial, industrial, retail, and select residential properties. We have achieved a 95 percent customer retention rate, and received our industry's most prestigious awards.



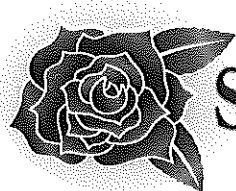
Stay Green Inc.
The Natural Choice
For Professional Landscape Services

We remain committed to continued growth, as well as leadership within our field. We consistently implement new technologies and techniques to improve our efficiency and effectiveness. And since we were among the first to investigate and adopt environmentally friendly landscaping practices, we continue to inspire others to do the same.

A new generation is helping to lead the way forward at our family-run company. Rich's son Chris serves as Stay Green's chief executive officer while Rich remains actively involved with the company's day-to-day operations. He can usually be found at a job site, or one of our yards, talking with crew members and instilling in them an appreciation for quality, the importance of service, and the pride that comes from doing a job the Stay Green way.

With a 40-year track record of client partnerships, beautiful properties, and inspired leadership, Stay Green Inc. is the natural choice for professional landscape services.

Our Commitment To Serving You



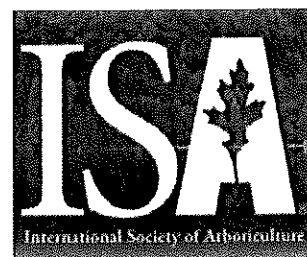
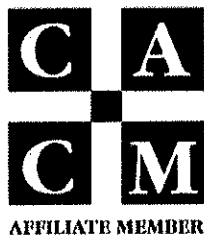
Stay Green Inc.
*The Natural Choice
For Professional Landscape Services*

Professional Memberships and Licensing

Stay Green holds the following licenses and certifications:

- California Landscape Contractor's License #346620
- C-61 Specialty License
- D-49 Tree Services
- Pest Control Advisor #4181
- Pest Control Operator #75085
- International Society of Arboriculture Certified Arborist #WC-4375
- California Certified Water Auditor

Stay Green is a proud member of:



Our Commitment To Serving You



Stay Green Inc.

*The Natural Choice
For Expert Plant Health Care Services*

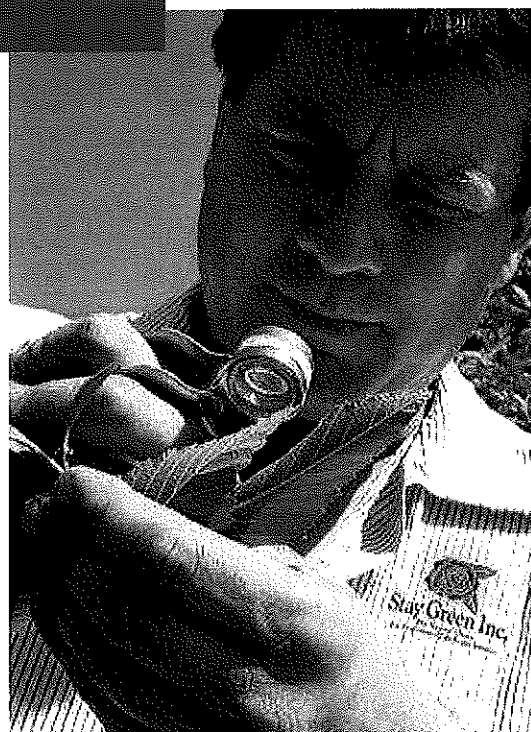
Caring for your investment

Ensuring a healthy and beautiful landscape year-round requires more than weekly mowing and watering. It begins on the inside with the attention of our Plant Health Care Team. Staffed by trained horticultural professionals, the team enhances the beauty of residential and commercial settings through pest management, weed eradication, and fertilization programs.

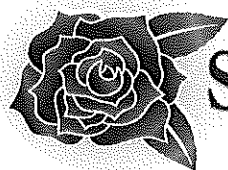
Stay Green is licensed in California as a Pest Control Advisor (#4181) and Pest Control Operator (#75085). We are committed to using innovative techniques and applying effective and environmentally friendly materials to your property. We are on call 24/7 to respond to emergencies.

Our customized care and expert attention includes:

- **Disease and Pest Control** - Scheduled treatments protect trees, grasses, shrubs, flowers, and ground cover from common plant diseases, as well as snails, insects, rodents, and other pests.
- **Weed Management** - Pre-emergent weed control stops invasive species from germinating, substantially reducing the need for hand weeding.
- **Feeding and Fertilization** - Deep root fertilization and trunk injections boost tree health and guard against pests and diseases. Custom treatments based on soil analysis provide needed nutrients. Irrigation adjustments ensure landscaping receives the optimal amount of water while eliminating runoff.



Our Commitment To Serving You



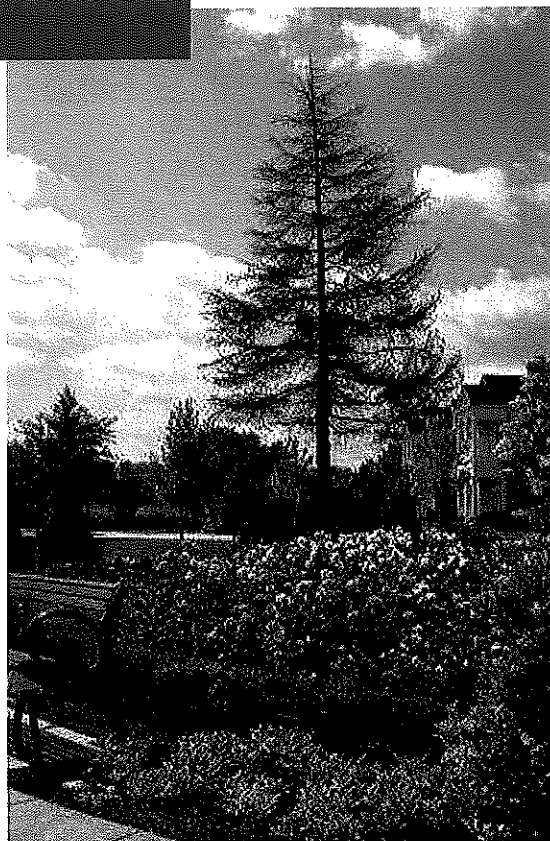
Stay Green Inc.

*The Natural Choice
For Professional Tree Care Services*

Caring for your trees

Trees provide a unique benefit to your landscape, and represent a sizable investment. Their long-term beauty and lasting value depend on expert, consistent care that Stay Green delivers through its comprehensive range of services.

Stay Green is a licensed tree care contractor and we are fully insured for any job, no matter its size or complexity. Our staff is comprised of trained arborists and crews certified by the International Association of Arboriculture. We make safety the top priority on every job, and work to protect both our personnel and your property throughout our time on the site.

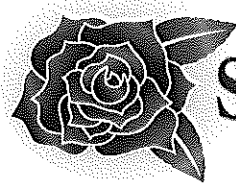


Stay Green is the natural choice for professional tree care as we offer:

- Annual Care and Management Plans
- 24-Hour Emergency Service
- Pruning, Thinning and Reduction
- Hazardous Tree Inspections and Removal
- Deadwood Removal
- Stump Grinding and Removal
- Tree Health Consulting
- Tree Feeding and Fertilizing
- Pest and Disease Control
- Cabling, Bracing, and Staking
- "Nuisance fruit" prevention



Our Commitment To Serving You



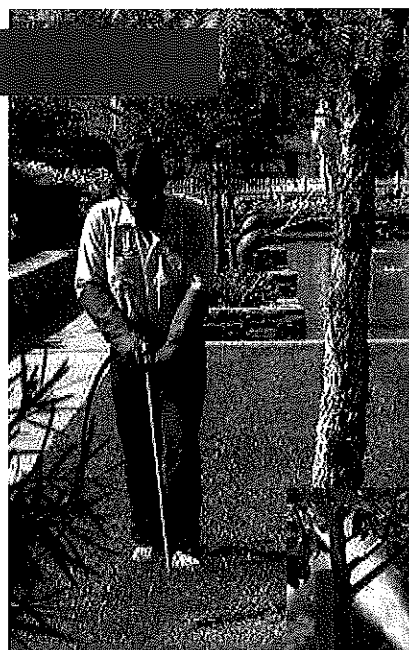
Stay Green Inc.
*The Natural Choice
For Professional Landscape Services*

The Stay Green Way

We maintain an unrelenting commitment to professionalism in every aspect of our company's operation. You'll notice it whenever you work with a member of our team, as we pride ourselves on courtesy, responsiveness, and follow-through. Less visible, but equally important, are our rigorous training and safety programs. Improvement is a never-ending process, and we're always looking to grow our people and refine our processes. We field a skilled and highly motivated work force, many of whom have been with the company a decade or more, ensuring consistent, professional service for our clients.

Safety

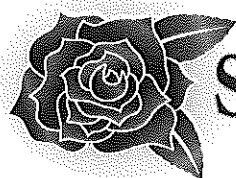
- Employees must always wear clean uniforms and reflective safety vests.
- Eye and ear protection are required to be worn when operating power equipment.
- Tree Care crew members wear proper equipment while on the job site, including hard hats, harnesses, boots, and gloves.
- Crews are trained to pause their work with power equipment when pedestrians pass through job sites.
- We conduct regular safety briefings to remind employees of our standards and ensure they comply with them.
- We park our trucks in the safest possible location out of street traffic and mark them with cones.
- Employee recognition program is tied to job safety.
- Power equipment is regularly inspected, cleaned, and maintained.
- We comply with all city, state, and federal safety regulations.



Training

- New employees undergo a thorough training program in which we teach them proper horticulture techniques and how to properly and safely operate all power equipment.
- Ongoing training efforts for employees focus on customer service, teamwork, operations, horticulture, safety, and business development.
- Tree Care crew members complete the International Society of Arboriculture certification process.
- Employees regularly attended conferences and seminars to stay ahead of emerging trends and issues in their specialty areas.

Our Commitment To Serving You



Stay Green Inc.
*The Natural Choice
For Professional Landscape Services*

Caring for your landscape in all four seasons

Stay Green has developed a proven, holistic approach to landscape care backed by 40 years of experience. Our work follows the natural rhythm of the seasons and yields visible and incomparable results for our clients and their properties.

We focus our efforts on certain tasks, depending on the time of the year.

Winter

- Prune shrubs and plants as needed
- Mulch planter beds to regulate soil temperature
- Apply pre-emergent weed control
- Trim trees to prevent wind damage
- Inspect and clean drainage systems

Spring

- Mow lawns to proper length to promote strong roots
- Prune shrubs and plants to manage peak growth
- Continue weed control efforts
- Inspect and repair irrigation systems



- Mulch planter beds to inhibit weeds

Summer

- Mow lawns weekly to reduce water usage
- Prune shrubs and plants as they continue to grow
- Fertilize lawns, shrubs and trees
- Maintain irrigation systems during hottest season
- Mulch planter beds to retain soil moisture

Fall

- Mow lawns to maintain healthy growth
- Reseed lawns with winter-growing turf varieties
- Apply fertilizer to promote strong growth of new seeds
- Replant flower beds with seasonal color
- Remove leaf debris created by shedding trees

Our Commitment To Serving You



Stay Green Inc.
The Natural Choice
For Professional Landscape Services

Off to a Great Start

A critical component of our service is the Job Start-Up Checklist. As soon as we begin work on your site, we will immediately complete the checklist and share the results with you. A two-phase effort, it will identify our immediate priorities for your property, as well as longer term areas of focus, and offer our suggestions for enhancing your landscape.

In the first 30 days, we will:

- Analyze the existing soil conditions and create a fertilization plan.
- Photograph the property, identify areas for improvement, safety hazards, and obvious deficiencies, and offer corrective suggestions.
- Conduct a comprehensive irrigation inspection and recommend improvements to lower your water usage and save money.

Within 90 days, we will:

- Develop site maps showing irrigation controls, backflow locations, areas of high visibility, and other noteworthy site features.
- Deliver a complete Plant Health Care Evaluation that includes a written report and recommendations for improvement.
- Mulch tree wells and focal areas of landscape to improve overall appearance.

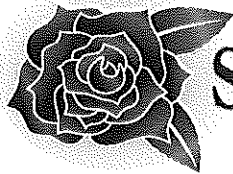
30-DAY JOB START-UP CHECKLIST

JOB NAME:		
JOB NUMBER:		
START DATE:		
MONTHLY FEE:		
DISTRICT:		
ASSIGNED ACCOUNT MANAGER:		
BUSINESS DEVELOPMENT		
DESCRIPTION	COMPLETION DATE/INITIALS	
Client Up Proposal/Vegetation Inspection		
Client Contact Information		
Communicate with TC and PWC to get Proposal/		
Site Map		
Submit Proposal		
Start Up Visit Thru with BM and AM		
90% of Account		
BRANCH MANAGER		
DESCRIPTION	COMPLETION DATE/INITIALS	
BM and AM 30 Day Follow Up Visit with Client		
Follow up on Completion dates of Package		
Follow up with AM		
Get Job on Route		
Meet with BB to go over Job Site		
ACCOUNT MANAGER		
WEEK ONE	COMPLETION DATE/INITIALS	
Site Schedule		
Picture of Job Site (Data on Photos)		
Safety Hazards		
10 Day Plan		
Maintenance Deliverables		
WEEK TWO	COMPLETION DATE/INITIALS	
Inspection Inspection		
Site Map (Data on Photos)		
WEEK THREE	COMPLETION DATE/INITIALS	
Fertilization Application		
Enhancement Proposal (Client Work Submittal)		
Branch Manager		
Date		

Our Job Start-Up Checklist reviews in detail each of the steps we will take during the first three months on your site.

Yellow highlights identify items to be addressed within 30 days, and red highlights call out those items to be completed within 90 days.

Our Commitment To Serving You



Stay Green Inc.
*The Natural Choice
For Professional Landscape Services*

Caring for your landscape

By focusing on client service, eye-catching quality, true professionalism and environmental stewardship, Stay Green sets a new standard for landscape maintenance.

Service

We stand alone in our consistent focus on providing superior service to our clients, as demonstrated by our industry-best 95 percent client retention rate. From an initial request for a quote, to weekly service, to after-hours emergencies, our staff will always respond to your needs.

Quality

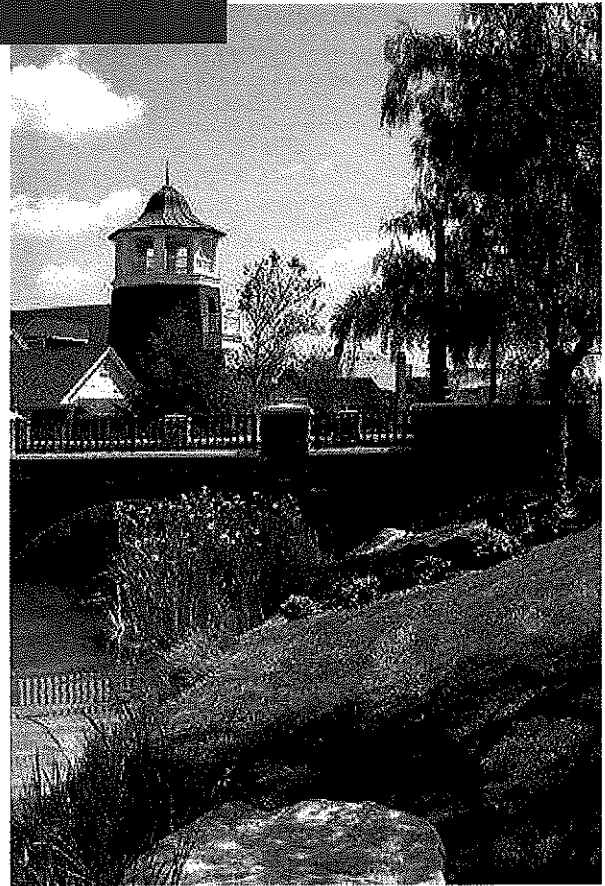
When you hire Stay Green, quality is a difference you can see. In our first 30 days on your site, you'll notice it yourself. Green grass. Vibrant flower beds. Naturally shaped shrubs and greenery. All courtesy of skilled and dedicated crew members and supervisors who know our reputation rests on your satisfaction.

Professionalism

We take pride in the work we do so you can be proud of your property. That sense of purpose is reflected in every aspect of our operation. From clean, well-maintained trucks, to uniformed crew members, to proper safety procedures, to ongoing training in new techniques and technologies, we're committed to setting a higher standard for ourselves and the work we do for you.

Environmental Stewardship

Stay Green was among the first landscape management firms to adopt environmentally friendly landscaping practices. Whether we implement computerized water management systems, recycle our trimmings for mulch, or apply organic fertilizers and pest control products, your property will benefit from our commitment to preserving and enhancing our natural environment.



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CASE STUDY

Turf Conversions Save Water, Save Money

Comply with State Drought Regulations, Replace Turf with Less Thirsty Landscapes

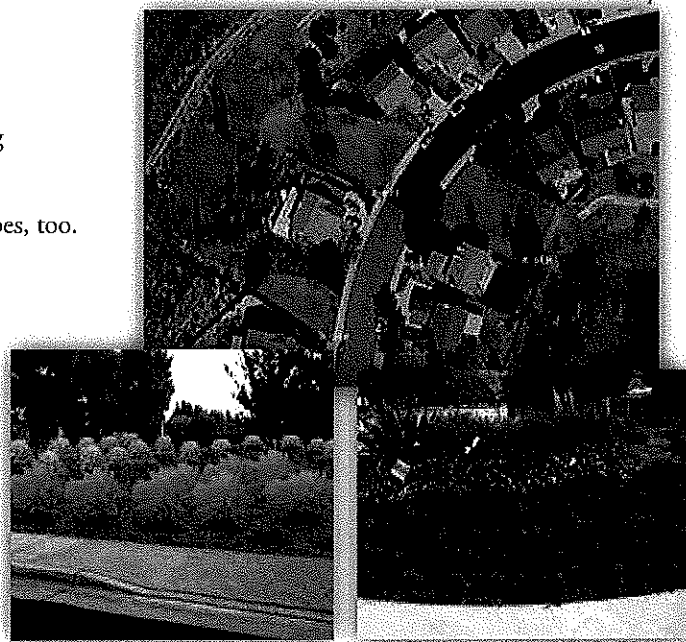
Stay Green's experts are saving customers money and helping them to comply with state-mandated reductions in water use by replacing ornamental turf with less water-intensive landscaping.

The results? Excellent returns on investment, and beautiful landscapes, too.

SADDLETREE RANCH HOMEOWNERS ASSOCIATION

- 27,000 square feet of landscape renovated
- Eliminated common area ornamental turf
- Replaced turf with colorful, low-water-usage plantings
- Converted all irrigation to drip or precision low-flow nozzles
- New landscaping and irrigation enhances value of property
- 100 percent ROI due to turf replacement rebates
- Projected annual water savings approx. 30-50%

Saddletree Ranch Park Map

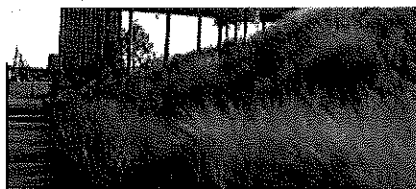


Rendering 1

Rendering 2

Plant Palette

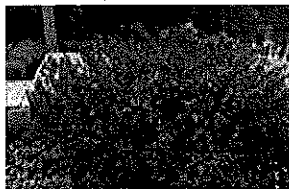
Mulenbergia 'Regal Mist'



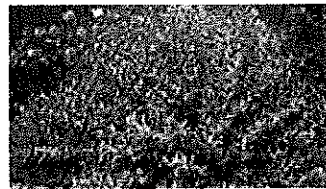
Prople Heart



Salvia 'Wendy's Wish'



Caryopteris 'Blue Sunshine'

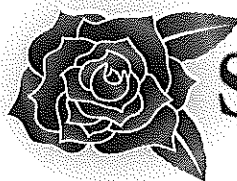


Stay Green's Experts Say...

"Typical water savings: We're seeing about 30 percent over the first year and up to 50 percent once the plants are mature. As the plants mature, they use less water."

"We do an ROI on all of these projects, and the ROI varies but 3 years is the typical target. However, with turf replacement rebates available in many jurisdictions, some projects are being reimbursed dollar-for-dollar — which means 100 percent ROI and all of their water savings are net savings."

Protect your property values, save water, save money and comply with the state's water conservation mandates. Call Stay Green today at (800) 858-5508 to find out how our turf conversion experts can maximize your investment!



Stay Green Inc.
*The Natural Choice
For Professional Landscape Services*

Stay Green is fully bonded, insured, and licensed as: Landscape Contractor (C-27, C-61 License# 346620)
Certified Arborist (WE-8703A) Pest Control Advisor (4181) Pest Control Operator (75085) Certified
California Water Auditor

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**We Design It. We Build It.
We Make It Sustainable.
*You Reap the Rewards.***

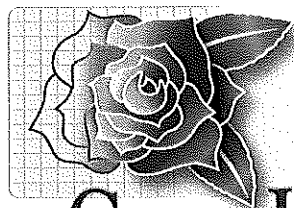
Stay Green Inc.'s Design/Build Services offer complete project delivery, from inception through design and construction. Integrated Design/Build Services deliver a positive return on your landscaping investment, whether the project is starting from scratch or a redesign of an existing landscape. Stay Green's Design/Build team can transform your landscape, making it more sustainable, efficient and cost-effective.

- ***Sustainability***
Every design created with an eye toward positive environmental stewardship.
- ***Water Efficiency and Plant Health***
Expert plant selection and placement increases irrigation efficiency and ensures healthy vegetation.
- ***Client-Specific Vision***
Landscape design based on each property's unique location and topography.
- ***Natural Beauty***
Stay Green utilizes beautiful, lush native vegetation well-suited to the climate.
- ***Smart Use of Resources***
Design/Build Services consolidate functions, providing cost-effective, seamless service from design through construction.
- ***Return on Your Investment***
Sustainable, efficient landscapes require less water, less replanting and are more cost-effective to maintain.

Stay Green Inc. creates and builds landscape designs that offer stunning beauty and efficient use of financial and natural resources. With Stay Green Design/Build Services, clients don't have to compromise between beauty and efficiency.



*Driveway Median Turf Conversion
Kaiser Hospital, Panorama City, CA*



Stay Green Inc.
*The Natural Choice
For Landscape Design/Build Services*

What If You Could Stop Watering Your Landscape?

**Case Study: Stay Green's Design/Build Services
Producing Solid Return for Miller/Coors in Irwindale.**

Hoping to achieve a more sustainable and cost-effective landscape for its brewing facility in Irwindale, Miller/Coors brought in the experts from Stay Green Inc. for a landscaping makeover. The Stay Green team embarked upon a turf replacement and replanting project that created a beautiful new look that will enable Miller/Coors to reduce irrigation needs to virtually zero.

- ***Old Turf = Fertilizer***

Old turf was not removed from the site, but instead served as a fertilizer, producing nitrogen for the new plantings and reducing green waste.

- ***Careful Plant Selection***

Stay Green's experts accented the new design with carefully chosen plants that are native to the area and will thrive with minimal irrigation, including Cotyledon and several varieties of Agave and Aloe.

- ***Drought-Tolerant Turf Replacement***

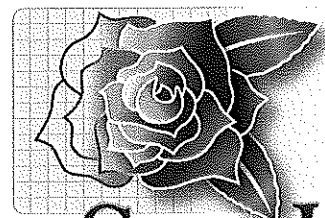
Water-sucking turf grass was replaced with less thirsty, easy-to-maintain grassy plants, such as Miscanthus and Muhlenbergia.

- ***Establishing the New Landscape***

The MillerCoors landscape will be irrigated regularly for two years at a reduced level. After that, the new landscape will be well-established to the extent that, depending on weather conditions, it will only need irrigation a few times per year — ***or the sprinklers may even be shut off completely.***

The new Miller/Coors landscaping is a sustainability home run, avoiding green waste and establishing a beautiful, colorful appearance while drastically reducing future costs for irrigation, fertilization and maintenance.

***We Design It. We Build It. We Make It Sustainable.
You Reap the Rewards.***



Stay Green Inc.
*The Natural Choice
For Landscape Design/Build Services*

Stay Green Continues to be an Award-Winning Landscape Leader

In June 2014, Stay Green received eight awards at the San Fernando Valley chapter of the California Landscape Contractors Association's (CLCA) 55th annual Landscape Beautification Awards gala.

"When my father started this company, his top priority was excellent service, and that has never changed. These awards are a reminder that we continue to hit the mark in going above and beyond for our clients."

— Stay Green President and CEO Chris Angelo

First-Place Awards

Large Commercial Maintenance

Promenade at Town Center in Santa Clarita

Medium Commercial Maintenance

Burbank Village Walk Corp.

Large Homeowners Association (HOA) Maintenance

The Vineyards HOA in Palmdale

Small HOA Maintenance

211 Spalding condominiums in Beverly Hills

Public Works Install

T-3 Valencia Hills in Santa Clarita

Outstanding Achievement

Large Commercial Maintenance

Summit CC Owners Association in Santa Clarita

Large HOA Maintenance

Sienna Villas in Santa Clarita

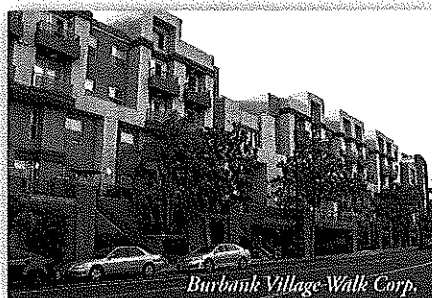
Small HOA Maintenance

Treana HOA in Stevenson Ranch

The CLCA is a nonprofit trade organization of landscape contractors throughout California.



Sienna Villas in Santa Clarita



Burbank Village Walk Corp.



T-3 Valencia Hills in Santa Clarita



The Vineyards HOA in Palmdale




About Stay Green Inc.

Stay Green Inc. delivers the quality, expertise and resources only an industry leader can provide, combining exceptional client service with an unsurpassed reputation for excellence that spans four decades. Based in Santa Clarita, the company has more than 300 employees working in Landscape Maintenance, Plant Health Care, Tree Care, Water Management Services and Landscape Design/Build Services. Stay Green serves clients throughout Southern California, and exercises environmental stewardship through its Sustainability Practices, which are applied across all service lines to help customers protect the environment as well as the bottom line.

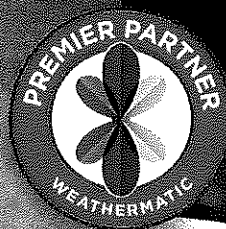


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Weathermatic Premier Partners - The Smart Choice



**As a Weathermatic
Premier Partner, we
provide our
clients with
unmatched service,
water savings and
social responsibility.**



**Our clients automatically
participate in the global
Save Water | Give Life initiative.**

The Weathermatic SmartLink system is today's solution

**for water conservation, landscape management,
service accountability and social responsibility.**

(800) 858-5508

staygreen.com

customerservice@staygreen.com

Did you know that 70% of urban water use goes to landscaping irrigation and 50% of that water is wasted?

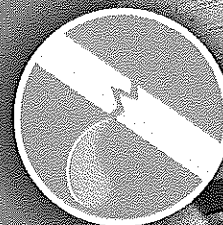
- **Reduce** water use by up to 50% - Rapid ROI
- **Comply** with restrictions while maximizing watering opportunities.
- **Identify** and apply for applicable rebates.
- **Enjoy** a healthier sustainable landscape.



Sustainability

Did you know that 90% of commercial irrigation systems are over-watering or have undetected or unrepaired breaks?

- **Access** all sites from a single cloud-based tool - anywhere, anytime.
- **Track** water use & landscaping services.
- **Monitor** alerts, repairs & contracted landscaping tasks.
- **Limit liability**, reduce risk, minimize landscape damage.



Visibility

Did you know that we give back one gallon of water to thirsty communities for every gallon our programs save?

- **Participate** in the Weathermatic **Save Water | Give Life** initiative.
- **Demonstrate** your passion for saving water and social responsibility.

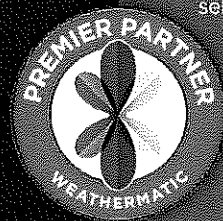


Responsibility

The Premier Partner Guarantee

As a Weathermatic Premier Partner we offer this Service Guarantee:

- Automated monthly inspection process with photos
- We will identify and eliminate water waste
- Defined and timely repair process
- Water restriction compliance
- Commitment to technology innovation
- Participation in Save Water | Give Life global water initiative
- Equipment operational integrity
- Commitment to site beauty



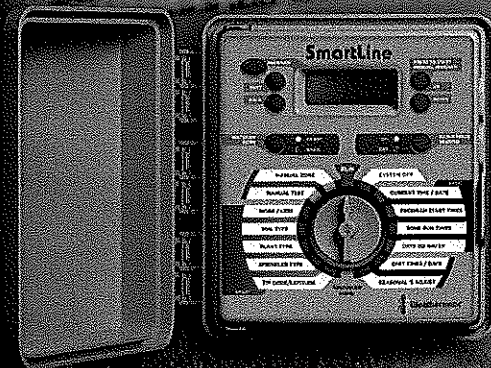
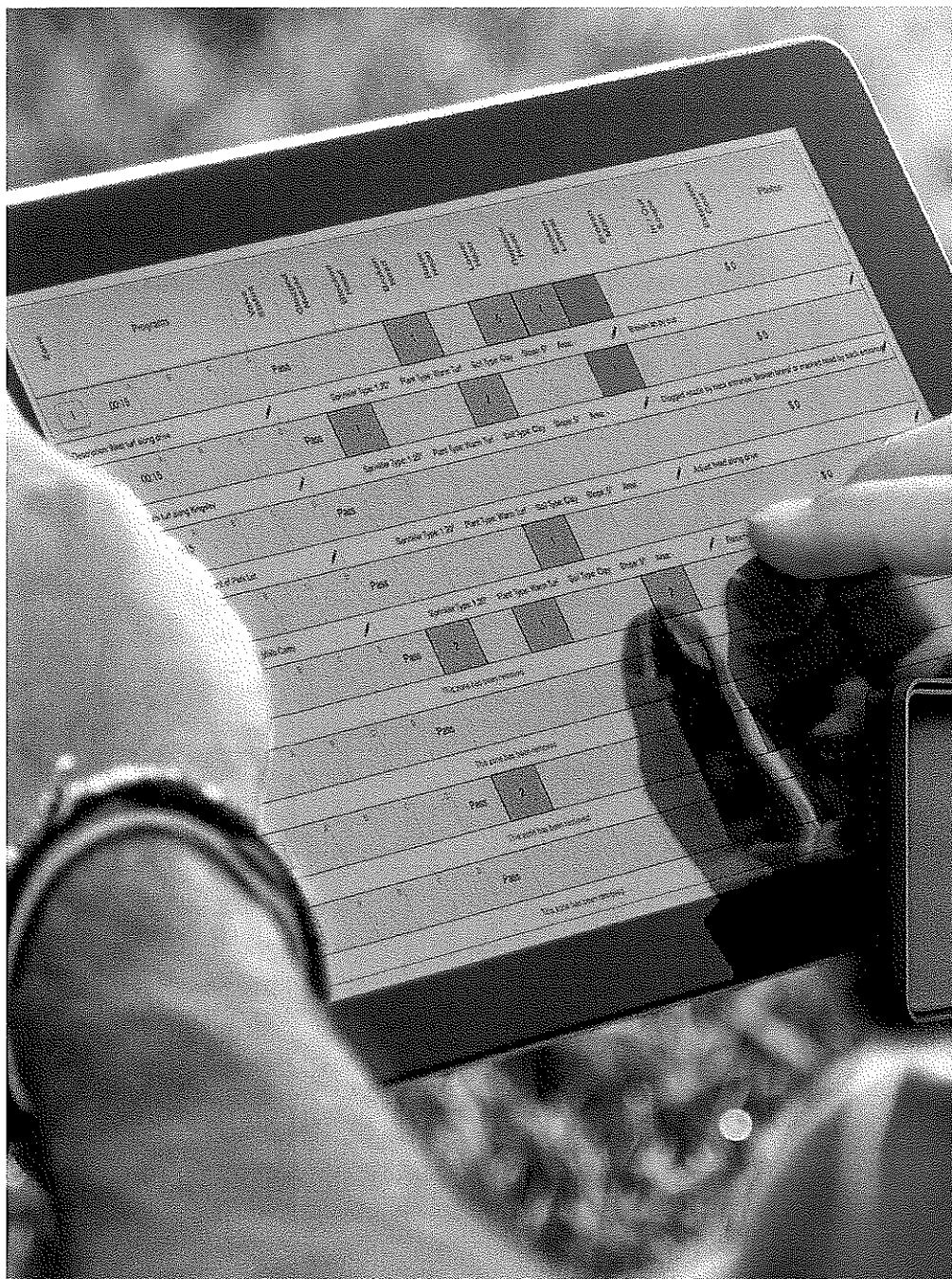
Premier Partners

Weathermatic Premier Partners are among less than 1% of irrigation service providers who have been selected as partners by Weathermatic for their excellent reputation, experience with smart irrigation technology and their dedication to stringent service standards. They are dedicated to accountability in site management, landscape beauty and contributing to water access and sustainability around the world.

Smart Irrigation & Site Management



**The most
advanced smart
water and site
management
technology
is now within
your reach.**



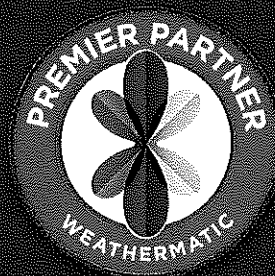
As a Weathermatic premier partner, Stay Green, Inc. provides our clients with unmatched service, site beauty, and water management.

The Smart Choice for Smart Irrigation

(800) 858-5508

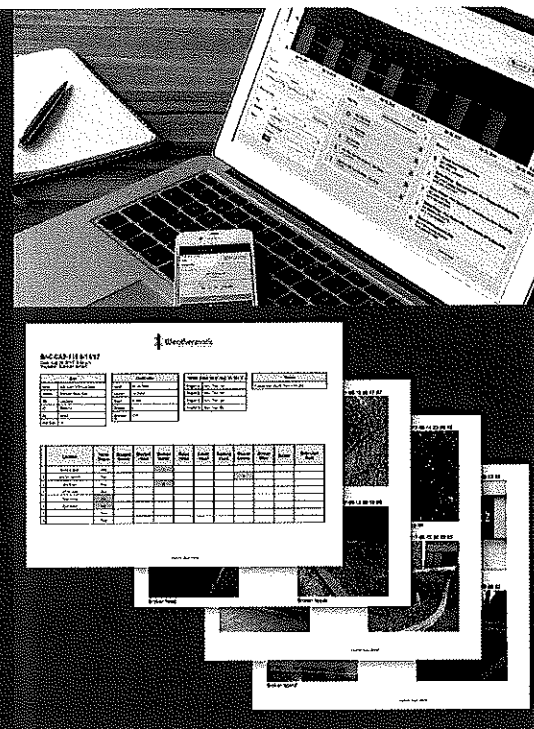
staygreen.com

customerservice@staygreen.com



The Smart Solution

- A smart controller with remote monitoring allows for 24/7 access to your site, and dramatically improves response time
- Reduce water use as much as 50% (average 38%)
- Reduce damage from over/under watering
- Minimize liability from hazardous slick spots
- Comply with water restrictions while maximizing watering opportunities and limiting landscape loss
- Improve sustainability through water management
- Creates visibility and accountability through the photo documented inspection tool



Who is Stay Green Inc.?

Stay Green is an industry leader in commercial landscape management that utilizes sustainable methods and technologies while helping our clients practice positive environmental stewardship.

Service - When emergencies happen or questions arise, our clients know that we'll be there. It's the Stay Green difference.

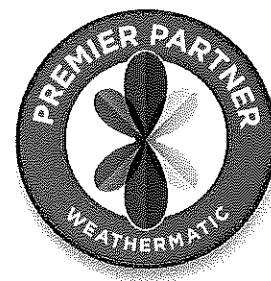
Quality - Green grass, vibrant flower bed, and naturally shaped shrubs and greenery are what you can expect from Stay Green. Our skilled and dedicated crew members and supervisors provide nothing but high quality work.

Professionalism - From polite, uniformed crew members, to proper safety procedures, to ongoing training in new techniques and technologies, we're committed to setting a higher standard for ourselves and the work we do for you.

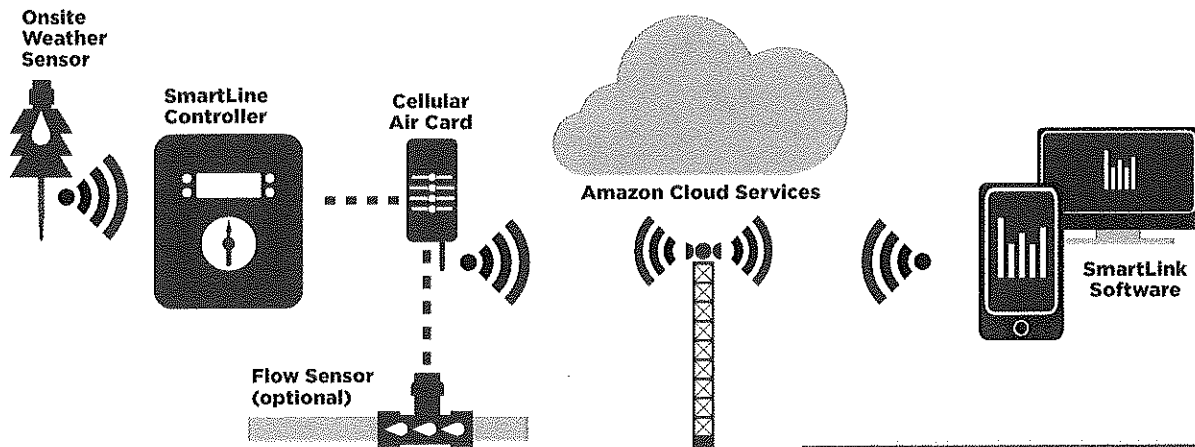
Environmental Stewardship - Stay Green is committed to achieving a low environmental impact, whether it be through implementation of computerized water management systems, recycling trimmings for mulch, or using organic pest control products.

Who is Weathermatic?

- Leading provider of water conserving technology and service for over 75 years
- Full line of irrigation products; including software, controllers, sensors, valves, rotors, sprays, and more.
- Products are installed in more the 85 countries
- Installed on more than 450,000 locations, saving an average of 38% in water use.
- Some high profile properties; like AT&T Cowboys Stadium, the U.S. Capitol Building, Buckingham Palace, Texas A&M, and the College Football Hall of Fame.



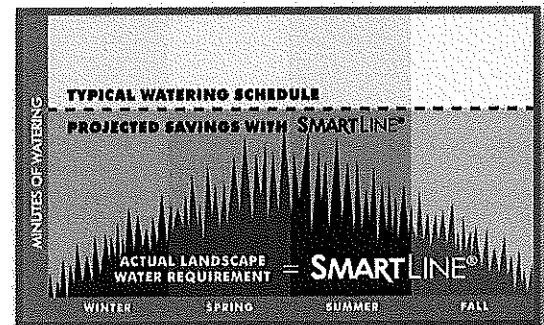
The SmartLink Solution



Smartline Controller and Weather Station

- Controller adjusts the amount of water applied daily based on:

- **high/low temperature**
- **humidity**
- **plant type**
- **soil type**
- **sprinkler type**
- **slope**

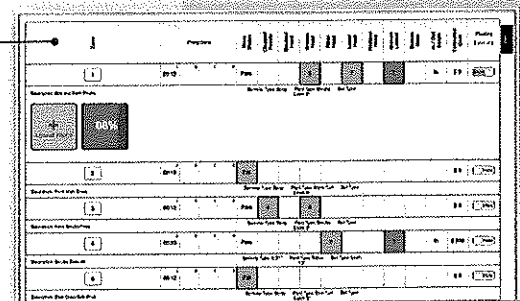


- Weather station set at each controller and communicates wirelessly
- Automatic cycle soak to eliminate run-off
- Never loses date/time or programming due to power failure
- Optionally omit days, times, and dates
- Meets EPA Water Sense Criteria



Smartlink Software

- Use 3G cellular communication
- Powered by Amazon Cloud Services
- Programming changes can be made remotely from any web enabled device
- In-depth reports of run times and weather data
- Asset tagging and zone mapping
- Web based inspection reports with photo documentation
- Daily alert reporting
- Controller programming backup to the cloud
- All data stored for 5 years



The Stay Green, Inc. Advantage

As a Weathermatic Premier Partner, Stay Green, Inc. offers the following service advantages:

- Automated monthly inspection process with photos
- We will identify and eliminate water waste
- Defined and timely repair process
- Water restriction compliance
- Commitment to technology innovation
- Equipment operational integrity
- Commitment to site beauty
- Participation in Save Water | Give Life global water initiative

Premier Partners

are among the less than 1% of service providers who have been selected by Weathermatic for their excellent reputation, experience with smart irrigation technology, and their dedication to stringent service standards. They strive for accountability in site management, landscape beauty, and contributing to water access and sustainability around the world.

What does it cost?

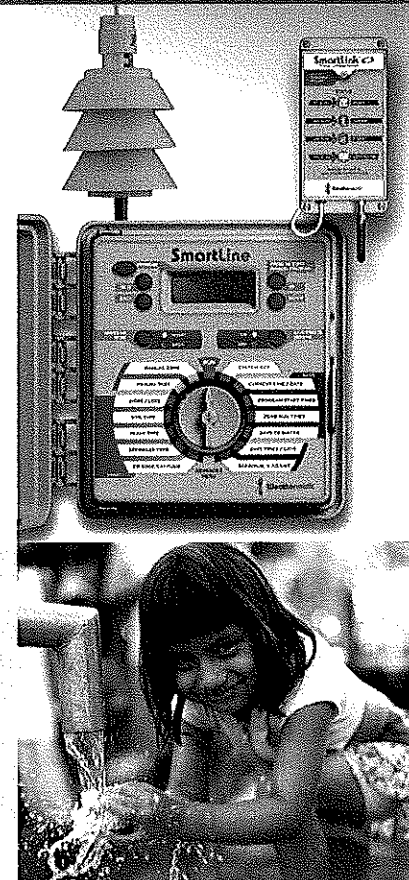
You'll be able to upgrade to the latest water-saving technology immediately while avoiding large capital outlays with a multi-year service commitment.

Total Equipment Protection Plan

- Fixed cost of ownership with a no questions asked warranty coverage on all Weathermatic equipment
- Includes manufacturer defects, lightning, theft, and physical damage
- No deductibles or processing fees

Save Water | Give Life global water initiative

You will be included in this inspiring program that gives back to thirsty communities one gallon of water for every gallon saved by our programs. Social responsibility and sustainability become part of your organization's identity. Your clients, tenants, homeowners, or colleagues will participate with you in this exciting opportunity to improve lives around the world!



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customerservice@staygreen.com

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Stay Green Inc.
*The Natural Choice
For Professional Landscape Services*

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

SUBJECT: B.2.b. RATIFY AGREEMENT BETWEEN PAPER.CO FOR ONLINE TUTORING SERVICE FOR STUDENTS IN GRADES K-12

ACTION

ISSUE: Shall the Board ratify the agreement between Paper.co and Oak Park Unified School District for online tutoring services for students in grades K-12?

BACKGROUND: Following more than a year of Distance and Hybrid learning, there is a need to provide on demand tutoring to students to ensure they have equitable access to academic support. Paper.co is an online service that provides students with on demand tutoring using a chat and collaborative whiteboard interface. The agreement with Paper.co includes 24/7 access for all K-12 students in OPUSD.

Along with live chat tutoring on all subjects, Paper provides reviewed and annotated essays to students and reports to teachers about which students are struggling, what questions are asked and other insights. The platform matches students with a tutor based on the subject matter they want help in. An algorithm handles scheduling for a student and tutor. Students then learn through the Socratic method of asking and answering questions. Students can log in on any device and stay for however long they need, whether it is 10 minutes or an hour. Teachers have visibility into every essay, session, and group chat their students have on Paper in real-time. Teachers can easily see which students are seeking help, in which subject areas, with full visibility into student sessions. Administrators are provided with site-level reporting highlights teacher and student engagement and includes the courses and content most commonly asked about.

The agreement has been reviewed by the District's legal Counsel and the JPA and is included for the Board's review

FISCAL IMPACT:

The cost of this agreement is \$159,750 and is included in the Expanded Learning Opportunities grant.

BOARD POLICIES: Pursuant to Board Policy 0415 Equity - Allocating financial resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success and promotes equity and inclusion in the district.

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 #6. a. - Utilize the LCAP and ELO plan to provide a high-level educational experience, in addition to social-emotional and counseling support for our students.

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Ratify the Agreement Between Paper.co and Oak Park Unified

School District for Online Tutoring Service for Students in Grades K-12

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- ALTERNATIVES:**
1. Ratify the agreement between Paper.co and Oak Park Unified School District for online tutoring students in grades K-12
 2. Do not ratify the agreement between Paper.co?

RECOMMENDATION: Alternative #1

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

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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Paper Education Company Inc.™ SERVICE AGREEMENT

THIS Paper Education Company Inc. SERVICE AGREEMENT (“Agreement”) is entered into on June 29, 2021 (“Effective Date”) by and between:

Paper Education Company Inc. a Canadian Federal corporation having its principal place of business at 279 Sherbrooke Street West #410, Montreal, Quebec, Canada, H2X 1Y2 (“Paper Education Company Inc.”); and

Oak Park Unified School District, an educational institution having its head office at 5801, Conifer Street, Oak Park, California 91377, United States (“District”).

(Paper Education Company Inc. and District may each be referred to herein as a “Party” and may be collectively referred to herein as the “Parties.”)

RECITALS

WHEREAS, Paper Education Company Inc. has developed an online chat-based platform to provide Students access to educators in order to obtain tutoring in connection with their courses, the features of which are more fully set out on Paper Education Company Inc.’s website located at www.paper.co (the “Platform”);

WHEREAS, District wishes to allow its students (“Students”) to access the Platform for their educational use in connection with the courses that they are taking in order to obtain tutoring from educators (“Educators”), as well as allowing District’s teachers (“Teachers”) and administrators (“Administrators”) to access the Platform;

WHEREAS, Paper Education Company Inc. and District wish to set out the contractual terms pursuant to which Students, Teachers and Administrators shall be given access to the Platform.

THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS:

1. Purpose and Scope of the Agreement

This Agreement contains the terms and conditions relating to the provision on a “software-as-a-service” basis or through a downloadable application of the Platform to Students, Teachers and Administrators (each a “User,” collectively the “Users”.) District acknowledges that in order to be granted access to the Platform, each User, or his or her parent or legal guardian if User is of minor age, must agree to comply with the terms of service and that the failure to agree to such terms of service or non-compliance with such terms of service may result in the exclusion of the User from the Platform, as these terms of service may be modified from time to time. In the event a User is excluded due to a refusal to be bound by the terms of service or non-compliance to the terms of service, District, after signing

said consent, shall not be entitled to reimbursement of any fees or other charges paid with respect to such User's access. The Parties shall comply with all applicable laws governing obtaining parental approval or other formality, as required for purposes of contractually binding Users.

2. Operation of the Platform

The Platform provides access to Educators using chat functionalities to allow Students attending the District's schools to obtain tutoring in connection with the courses defined by the Parties. The Platform and Educators are available on a 24 hours / 7 days per week basis, subject to the limitations set out in the Service Level defined in this Agreement. District acknowledges that Educators qualified to interact with Students on all course topics may not be available at all times. Teachers and Administrators have access to the Platform and are provided with means to assess interactions between Students and Educators.

Students may access the Platform only for their educational use in connection with the courses for which they are registered at the District's school(s). There are no limits to the number of interactions a Student may have through the Platform, provided that these stay within reasonable bounds and do not become abusive, as mutually determined by the Parties.

In order to provide access to the Platform to Users, District must provide all necessary data set out in Schedule "A" in the specified electronic format so as to allow Paper Education Company Inc. to configure all accounts.

The pricing set out in Schedule "A" is for the maximum number of Students indicated in such Schedule. To the extent that District wishes to allow access to the Platform to a number of Students that exceeds the number set out in Schedule "A," District shall be offered the option to do so at the price per additional Student set out in Schedule "A," subject to the minimum quantities detailed in such schedule. The fee per Student access shall not be prorated regardless of the point at which during the Term of this Agreement new Students' accesses are granted to the Platform, unless otherwise provided in this Agreement. Additional Students' accesses granted during the Term shall be confirmed through electronic communications or in writing by Paper Education Company Inc.

3. Unacceptable Uses of the Platform

District acknowledges that the following types of intentional behavior by District or its Users of the Platform are unacceptable:

- (a) Posting or transmitting material that infringes, misappropriates or violates another person's intellectual property rights;
- (b) Posting or transmitting material that violates any right of publicity, right of privacy or other similar rights;
- (c) Using the Platform for purposes of stalking, harassing, threatening, bullying or

- other similar behavior;
- (d) Posting or transmitting any content or material that is discriminatory, sexual in nature (other than as justified in light of the course content), defamatory, pornographic, inaccurate, abusive, obscene, profane or otherwise offensive content.
 - (e) Compromising the integrity or operation of the Platform or attempting to do so;
 - (f) Tampering with, reverse-engineering, or hacking the Platform, circumventing any security or authentication measures, or attempting to gain unauthorized access to the Platform, related systems, networks, or data;
 - (g) Using “robots,” “spiders,” “offline readers,” or other automated systems to send more request messages to the Platform than a human could reasonably send in the same period of time by using a normal, standard browser;
 - (h) Making an unreasonable or abusive use of the access provided to the Platform, as mutually determined by the Parties;
 - (i) Generating and sending unsolicited commercial communications, advertising chain letters or spam;
 - (j) Uploading viruses, bots, worms, scripting exploits or other similar materials;
 - (k) Posting or transmitting content that is intended to be inflammatory;
 - (l) Using the Platform to recruit or solicit Educators for employment; or
 - (m) Otherwise engaging in behavior that is illegal under United States federal or California state law.

Paper Education Company Inc. shall use reasonable efforts to monitor profiles, actions, comments, and general usage of the Platform and suspend privileges to any User or Educator not adhering to the policies of the Platform. District agrees to promptly report any alleged improprieties of any Users or Educators of which it becomes aware via electronic correspondence so as to enable Paper Education Company Inc. to investigate such alleged improprieties.

4. Professional Development

Paper Education Company Inc. agrees to provide or support professional development in order to promote the use of the Platform as further detailed in Schedule “A”. Unless expressly provided in Schedule “A,” all such services shall be provided remotely by District.

5. Term of the Agreement

The initial term of the Agreement (“Term”) shall be as specified in Schedule “A”.

6. Restrictions on Use of the Platform

District agrees that it shall not itself or allow any User to intentionally: (a) sell, lease, license, sublicense, loan, encumber or otherwise transfer its right to use the Platform to a third party, in whole or in part, except as permitted under this Agreement; (b) make modifications, corrections, alterations, enhancements or

other additions to the Platform, unless otherwise authorized in writing or as otherwise permitted in this Agreement; (c) provide, disclose, divulge or make the Platform available to a third party by online services, remote dial-in or network or telecommunication links of any kind, other than as permitted in this Agreement; (d) circumvent the Platform's authentication or security access control systems or assist others to do so; or (e) disclose access credentials to unauthorized parties or fail to implement reasonable security measures to prevent such an occurrence.

7. Intellectual Property in the Platform

District recognizes and agrees that all trademarks, inventions (whether patentable or not), patent applications, patents, industrial designs, works protected by copyright, trade secrets, know-how or other intellectual property in or related to the Platform, including any suggestions that District or any User may make regarding the functionalities or other technical aspects (the "Platform Intellectual Property") are, as between the Parties, the exclusive property of Paper Education Company Inc. Upon the prior written request of Paper Education Company Inc., District shall provide any reasonable documentation required to confirm Paper Education Company Inc.'s ownership in the Platform Intellectual Property. For clarity, Paper Education Company Inc. shall not own any content added to the Platform by Users or District, which content is licensed pursuant to the terms of this Agreement.

This Agreement does not grant District the right to access or obtain the source code of the Platform nor any programming documentation.

8. Hosting of Platform

Unless otherwise expressly set out in Schedule "B," the Platform and associated data may be hosted in facilities located in Canada or the United States.

9. Service Level

The Platform shall be available ninety-five percent (95%) of the time, calculated on a monthly basis ("Service Level"). The Program and related software shall not be considered unavailable to District if District's inability to access or use the Platform arises due to problems with Districts' or Users' hardware or software, unrelated to the Platform, or due to problems with third-party telecommunication services or networks. Notwithstanding the foregoing, in the event that the availability of the Platform falls below eighty percent (80%) at any time, for any reason, the fee owed by the District shall be prorated accordingly, and such proration shall be applied on the following invoice to be issued to the District.

Periods during which the Platform is unavailable due to a force majeure event, including acts of God, natural disaster, pandemic, epidemic or other events outside of the Parties' control, or previously-scheduled maintenance shall not be counted as downtime for the purpose of this provision. Paper Education Company

Inc. shall take commercially-reasonable measures to ensure that scheduled maintenance takes place between 7AM ET and 9AM ET and that District receives advanced notice of any such maintenance.

Notwithstanding the foregoing, District acknowledges that Paper Education Company Inc. may need to perform emergency maintenance, for example to install security updates, without notice and that no such interruption of access to the Platform shall be considered unavailable for the purpose of calculating the Service Level.

10. Technical Support

Paper Education Company Inc. agrees to provide remote technical support to District via telephone, chat, email or other efficient communication method between 9AM PT and 5PM PT, Monday to Friday, except holidays as observed by Paper Education Company Inc. The purpose of the remote assistance service is to attempt to identify and resolve functional problems in the Platform.

Each communication received shall be given a severity level by Paper Education Company Inc. according to the following guidelines:

- a) “Major Problem”: when the Platform is not operational or has suffered a major loss of capability resulting in the inability to use the Platform, or if a failure is so frequent that it precludes productive use of the Platform, or when the Platform is operational but its capability is severely degraded, such as the inability to run a major application within the Platform, a critical product feature or function does not work, or a failure requires on-going intervention in order to maintain productive use; or
- b) “Minor Problem”: when the Platform is operational and the problem does not result in a significant impact on the performance of the Platform.

Paper Education Company Inc. shall exercise all commercially reasonable efforts to meet the following response times:

- a) Major Problems shall be acknowledged within four (4) business hours and resolved within three (3) business days; and
- b) Minor Problems shall be acknowledged within one (1) business days and resolved in a subsequent update.

Technical support services shall not include services: (a) in respect of User hardware and software problems unrelated to the Platform; (b) in respect of education, installation, training or customization unrelated to the Platform; (c) in respect to the use of the Platform in violation of this Agreement; (d) in respect of defects in or caused by third-party software or hardware; or (e) problems arising from network connectivity.

Paper Education Company Inc. shall not be responsible to correct any defect or other failure of performance of the Platform caused by the following: (a) use of the Platform that materially deviates from the acceptable use expressly enumerated in this Agreement; or (b) modification, customization, alteration or addition or attempted modification, customization, alteration or addition to the Platform, unless otherwise permitted.

Paper Education Company Inc. may update the Platform from time to time and shall make commercially reasonable efforts to advise the District in advance of all updates that materially affect the functionality of the Platform. Paper Education Company Inc. shall be under no obligation to refrain from updating the Platform or delay in performing such updates.

11. Monetary Consideration

In consideration for the access granted herein to the Platform, District shall pay Paper Education Company Inc. the fees set forth in Schedule "A". Unless otherwise provided in Schedule "A" or as otherwise set out herein, the fees are payable in advance within thirty (30) days from the beginning of the initial term and any renewal terms.

Except as otherwise set out in Schedule "A", the fees may be increased by Paper Education Company Inc. by giving the District thirty (30) days' prior written notice at any point in time and shall be applied at the following invoice to be issued to the District. District shall have the option of terminating the Agreement by providing written notice if it disagrees with the price increase set out in Paper Education Company's written notice, provided this is done no later than at the expiration of the thirty (30) day notice period.

Except as otherwise noted in Schedule "A" to this Agreement, in the event that District adds additional Student access during the Term, fees associated with such additional accesses shall be payable within thirty (30) days of the end of the Term during which they are requested. Except as otherwise noted in Schedule "A" to this Agreement, additional accesses may be purchased only in a minimum quantity of ten (10) Student accesses at a time. There are no limits on the number of Administrator and Teacher accesses to the Platform and no charge for such accesses.

Except to the extent that Schedule "A" or as otherwise provided in the terms of this Agreement, all amounts payable under this Agreement shall be non-refundable. Notwithstanding the foregoing, in the event of an early termination of this Agreement, Paper Education Company Inc. shall refund to District the unused portion of any prepaid fees on a proportional, prorated basis to the date of termination.

Unless otherwise expressly set forth in this Agreement, all prices are expressed in

United States dollars (“USD”).

12. Confidentiality

Except as may be expressly provided by this Agreement, the attached Privacy Policy, or applicable laws, the Parties acknowledge that Content contributed by Users to the Platform may be visible in whole or in part to Administrators and Teachers. Paper Education Company Inc. may only use the Content contributed by Users as expressly set forth in this Agreement and in the Privacy Policy. Student Data shall be treated as confidential information and is subject to Paper Education Company Inc.’s Privacy Policy set out in Schedule “B” to this Agreement, which may be updated from time to time by Paper Education Company Inc. by posting updates on its website.

During the performance of this Agreement, and subject to the terms of this Agreement and Schedule B, the District may authorize Paper Education Company Inc. to access or host certain confidential information which may be limited to Student Data and log-in credentials (hereinafter the “Confidential Information”). Paper Education Company Inc. shall preserve the confidentiality of any Confidential Information, and shall refrain from using or disclosing the same for any purpose not previously approved in writing by the District or otherwise provided in this Agreement. However, Paper Education Company Inc. may only disclose Confidential Information in cases where this disclosure was required by law or a court order, with Paper Education Company Inc. to give the District prior written notice of such required disclosure.

Upon request or upon termination of this Agreement, Paper Education Company Inc. shall immediately return or, at the option of the District, destroy the Confidential Information, subject to applicable law. Moreover, at the request of the District, Paper Education Company Inc. agrees to certify, by means of an affidavit, that all of the Confidential Information has been returned or destroyed, as the case may be. However, Paper Education Company Inc. may retain an archival copy of all confidential information disclosed to it, only to the extent required by law, regulation, or court order.

13. Termination and Right of Renewal

Each Party may terminate this Agreement in the event the other Party breaches the terms of this Agreement and said Party fails to remedy such breach within thirty (30) days’ written notice given by the non-breaching Party.

Upon the conclusion of any Initial Term or renewal term of this Agreement, the District may elect, in the District’s sole and absolute discretion, to not renew the Initial Term or renewal term, as applicable.

All rights to access and use the Platform expire when this Agreement is terminated, regardless of the reason for termination, and no right of use or other

such right to access the Platform shall subsist for District and all Users.

14. Responsibility for Content and Disclaimer of Representations, Warranties, Conditions

District and its Users are solely responsible for any content, messages, photos, videos, reviews or profiles (collectively, “Content”) that are published or displayed (hereinafter, “post”) on the Platform, or transmitted to other Users of the Platform. District and Users shall not intentionally post any Content that violates the terms of this Agreement. District understands and agrees that Paper Education Company Inc. may choose to review and delete any Content, in each case in whole or in part, that in the sole judgment of Paper Education Company Inc. violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users of the Platform. District and its Users grant complete access to schools affiliated with the District to review, record and process any Content that has been provided on the Platform. Schools affiliated with District that have been granted access to their Student’s conversations agree that any information transmitted by Users and Educators shall not be shared with individuals outside of their school. By posting Content to any public or member area of the Platform, District and its Users automatically grant to Paper Education Company Inc., its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, make available, distribute, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing, unless otherwise prohibited by law. Such license may be used by District subject to the restrictions and limitations provided by this Agreement.

Use of the Platform, including but not limited to the Content posted on the Platform, must be in accordance with any and all applicable laws and regulations. Opinions, advice, statements, offers, or other information or content made available on the Platform or through the Platform, but not directly by Paper Education Company Inc., are those of their respective authors. Such authors are solely responsible for such content. Paper Education Company Inc. does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Platform or available through the Platform, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statements made by any Party that appears on the Platform or through the Platform. Under no circumstances shall Paper Education Company Inc. or its affiliates be responsible for any loss or damage resulting from: a) District’s reliance on information or other content posted on the Platform or transmitted to or by any User; or b) reviews or comments made about any User on the Platform by other Users.

Paper Education Company Inc. PROVIDES THE PLATFORM AND ANY AND ALL ASSOCIATED SERVICES ON AN “AS IS” BASIS AND GRANTS NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE PLATFORM

(INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Paper Education Company Inc. DOES NOT WARRANT THAT DISTRICT'S USE OF THE PLATFORM SHALL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR SHALL MEET DISTRICT OR USER REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES SHALL BE CORRECTED. Paper Education Company Inc. DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES. IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, Paper Education Company Inc. MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF ANY MEMBER OF THE PLATFORM TO PROVIDE SERVICES AS AN EDUCATOR OR TO SECURE THE SERVICES OF AN EDUCATOR, INCLUDING, WITHOUT LIMITATION, PARTICIPANTS IN ANY THIRD-PARTY VERIFICATION SERVICE OFFERED ON THE PLATFORM. Paper Education Company Inc. DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE PLATFORM, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN Paper Education Company Inc. UNDER NO CIRCUMSTANCES SHALL Paper Education Company Inc. BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS.

15. Limitation of Liability

In no event shall Paper Education Company Inc. or its Affiliates be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Platform, including, without limitation, damages related to any information received from the Platform, removal of Content from the Platform, including profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any Party, or in connection with any termination of District's subscription or ability to access the Platform, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Paper Education Company Inc. or its Affiliates, or representatives thereof, are advised of the possibility of such damages, losses or expenses.

Notwithstanding the foregoing, District shall be entitled to pursue a claim for damages, losses or expenses arising out of or relating to the use of the Platform, being limited to the proceeds of the available insurance identified in Section 19, which Paper Education Company Inc. agrees to keep in full force and effect during the term of this Agreement or waive remedy limitations.

16. Links to External Sites

Links from the Platform to external sites (including external sites that are framed

by Paper Education Company Inc.) do not constitute an endorsement by Paper Education Company Inc. of such sites or the content, products, and other materials presented on such sites or of the products and services that are the subject of such sites, but are for Users' reference and convenience. District and its Users may access them at their own risk. It is the responsibility of the User to evaluate the content and usefulness of the information obtained from other sites. Paper Education Company Inc. does not control such sites, and is not responsible for their content. District further acknowledges that use of any site controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by Paper Education Company Inc.'s terms of use and Privacy Policy. Paper Education Company Inc. expressly disclaims any liability derived from the use and/or viewing of links that may appear on the Platform. District hereby agrees to hold Paper Education Company Inc. harmless from any liability that may result from the use of links that may appear on the Platform.

17. Compliance with Privacy Legislation

Paper Education Company Inc. requires District to obtain all necessary consents for the online collection, processing and transfer of information of Students through the Platform, including, without limitation, any consent required by applicable laws for children under the age of 13. District should refrain from taking steps to register Students for the Platform unless all required consents have been obtained. District must ensure that parents have access to the Paper Education Company Inc. Privacy Policy and terms of use. Paper Education Company Inc. shall not knowingly collect any information from children under 13, except to the extent permitted by applicable laws. Should Paper Education Company Inc. determine that all required consents have not been obtained for particular Students, it shall be entitled to immediately terminate access to the Platform for such Students, subject to prior written notice to District and User.

18. Third-Party Verification Service

Paper Education Company Inc. relies on a third-party verification service to verify information such as, but not limited to, name, address, social insurance number, and criminal background of Educators. District does hereby represent, understand and expressly agree that Paper Education Company Inc. is a conduit for the third-party verification service and does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information provided by the third-party verification service.

19. Insurance

Public Education Company, Inc. shall, at its sole cost and expense, maintain in full force and effect during the Term of this Agreement, and any renewal terms, the following insurance coverage from a United States licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to

cover any and all claims, damages, liabilities, costs, and expenses (including but not limited to counsel fees) arising out of or in connection with Paper Education Company, Inc.'s fulfillment of its obligations under this Agreement or either Party's or Users' use of the Platform or any component or part thereof, including but not limited to any and all harm to Users arising out of the use of the Platform:

- a) Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence
\$5,000 medical expenses
\$1,000,000 personal and advertising injury, per occurrence
\$2,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

This policy may not exclude coverage for claims arising from or relating to claims for sexual molestation or abuse. Paper Education Company, Inc. must provide proof that Paper Education Company, Inc.'s Commercial General Liability Insurance covers claims for sexual abuse.

In the event that Paper Education Company, Inc.'s policy should have an exclusion for sexual abuse claims, then Paper Education Company, Inc. shall be required to procure a supplemental policy providing such coverage and provide proof thereof. Such supplemental policy providing coverage for sexual molestation or abuse shall have limits as follows:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- b) Workers' Compensation and Employer's Liability Insurance, in accordance with the provisions of California Labor Code sections 3200 et seq., adequate to protect Paper Education Company, Inc. from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act, and in accordance with all applicable United States federal and California state laws.

Part A - Statutory Limits

Part B - \$1,000,000 / \$1,000,000 / \$1,000,000 Employer's Liability

- c) Errors and Omissions ("E&O") / Malpractice (Professional Liability) Insurance, including but not limited to sexual abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- d) Cyber Liability Insurance, including data privacy and security coverage covering negligent acts and omissions in connection with the Platform and the services provided under this Agreement, in an amount not less than \$2,000,000 per claim, and \$2,000,000 aggregate limit.
- e) Paper Education Company, Inc., upon execution of this Agreement and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability shall name the District and its Board of Education as named additional insureds and shall be endorsed on all policies. Certificates of Insurance, additional insured endorsement, and declaration of insurance coverages shall be provided to the District upon full execution of this Agreement. All premiums on all insurance policies shall be paid by Paper Education Company, Inc. and shall be deemed included in Paper Education Company, Inc.'s obligations under this Agreement at no additional charge.
- f) Any deductibles or self-insured retentions above \$50,000 must be disclosed to and approved by the District. At its option, the District may require Paper Education Company, Inc., at Paper Education Company, Inc.'s sole cost, to: (a) cause its insurer to reduce to levels specified by the District or eliminate such deductibles or self-insured retentions with respect to the District, its officials, employees, and students; or (b) procure a bond guaranteeing payment of losses and related investigation.
- g) For any claims related to the Services contracted for under this Agreement, Paper Education Company, Inc.'s insurance coverage shall be primary with respect to the District, its officials, employees, and students. Any insurance or self-insurance maintained by the District shall be excess of Paper Education Company, Inc.'s insurance and shall not contribute to it.

20. Indemnification

Subject to the limitations set forth, the District agrees to indemnify and save harmless each Paper Education Company, Inc. from and against any and all losses, liabilities, expenses, claims, liens, damages or other obligations whatsoever (collectively, "Claims") that may actually and reasonably be payable by virtue of or which may actually and reasonably result from the inaccuracy of any of the District's representations or the breach of any of the District's warranties, covenants or agreements made in this Agreement or in any certificate, schedule or other instrument delivered by the District pursuant to this Agreement.

Subject to the limitations set forth, Paper Education Company, Inc. agrees to indemnify and save harmless the District from and against any and all Claims, as

well as forensic experts, notification expenses, and public relations expenses, and any penalties or fines imposed by any governmental entity efforts or any other obligations or claims arising out of any unauthorized release, disclosure, or acquisition of Student Data or other personally identifiable information, protected health information, and/or payment card information that compromises the security, confidentiality, or integrity of the Student Data or other personal identifiable information, and that may actually and reasonably be payable by virtue of or which may actually and reasonably result from the inaccuracy of any of Paper Education Company, Inc.'s representations or the breach of any of Paper Education Company, Inc.'s warranties, covenants or agreements made in this Agreement or in any certificate, schedule or other instrument delivered by Paper Education Company, Inc. pursuant to this Agreement.

No claim for indemnity may be made hereunder if the facts giving rise to such Claim were in a mutual writing executed by both Parties and known to the Party seeking indemnification hereunder, such facts constituted a breach of the conditions to closing of the Party seeking indemnification and the Party seeking indemnification elected in any event to consummate the transactions contemplated by this Agreement.

21. Notices

All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below:

Designated Representative for the District:

Name: _____

Title: _____

Address: 5801 Conifer Street, Oak Park, CA 91377

Phone: _____

Email: _____

Designated Representative for Paper Education Company Inc.:

Name: Lisa Spillane

Title: Regional Partnership Manager

Address: 279 Sherbrooke St W, Suite 410, Montreal, Quebec H2X 1Y2

Phone: 438-524-6464
Email: lisa@paper.co

22. Jurisdiction and Choice of Law

If there is any dispute arising out of this Agreement, the Parties expressly agree that any such dispute shall be governed by the laws applicable in California, without regard to its conflict of law provisions, and the Parties expressly agree and consent to the exclusive jurisdiction and venue of the State of California for the resolution of any such dispute.

23. Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

24. Miscellaneous

Nothing in this Agreement shall be construed as making either Party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither Party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the Party to be bound. This Agreement shall be binding on and shall inure to the benefit of the legal representatives, successors and assigns of the Parties hereto.

Neither Party shall not sell, transfer or assign any right, title or interest it has in or pursuant to this Agreement, without the prior written consent of the other Party. Any assignment not in accordance with this provision shall be void. Paper Education Company Inc. may, upon prior written notice to District, sell, transfer or assign any right, title or interest it has in this Agreement, if such sale, transfer or assignment (a) is part of the sale, transfer or assignment of all or substantially all of its assets or business; or (b) is made to one of its affiliates.

This Agreement, and all attached Schedules and exhibits, shall constitute the entire agreement between the Parties with respect to the subject matter hereof

and merges all prior and contemporaneous agreements and communications. The Term of this Agreement shall apply to all attached Schedules and exhibits. Except as expressly provided herein, it shall not be modified except by a written agreement signed by the Parties' authorized representatives.

The Parties have expressly requested that this Agreement be drawn up in English and that any modifications thereof shall be made in English.

[The next page is the signature page]

well as forensic experts, notification expenses, and public relations expenses, and any penalties or fines imposed by any governmental entity efforts or any other obligations or claims arising out of any unauthorized release, disclosure, or acquisition of Student Data or other personally identifiable information, protected health information, and/or payment card information that compromises the security, confidentiality, or integrity of the Student Data or other personal identifiable information, and that may actually and reasonably be payable by virtue of or which may actually and reasonably result from the inaccuracy of any of Paper Education Company, Inc.'s representations or the breach of any of Paper Education Company, Inc.'s warranties, covenants or agreements made in this Agreement or in any certificate, schedule or other instrument delivered by Paper Education Company, Inc. pursuant to this Agreement.

No claim for indemnity may be made hereunder if the facts giving rise to such Claim were in a mutual writing executed by both Parties and known to the Party seeking indemnification hereunder, such facts constituted a breach of the conditions to closing of the Party seeking indemnification and the Party seeking indemnification elected in any event to consummate the transactions contemplated by this Agreement.

21. Notices

All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below:

Designated Representative for the District:

Name: Adam Rauch
Title: Assistant Superintendent
Address: 5801 Conifer Street, Oak Park, CA 91377
805-750-0466
Phone: _____
Email: Arauch@opusd.org

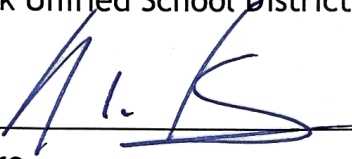
Designated Representative for Paper Education Company Inc.:

Name: Lisa Spillane
Title: Regional Partnership Manager
Address: 279 Sherbrooke St W, Suite 410, Montreal, Quebec H2X 1Y2


IN WITNESS WHEREOF, THE PARTIES HEREBY AGREE TO BE LEGALLY BOUND BY THE
TERMS OF THIS AGREEMENT.

Oak Park Unified School District

Paper Education Company, Inc.



Signature



Signature

Name: Anthony W. Knight, Ed.D.

Name: Philip Cutler

Title: Superintendent

Title: Chief Executive Officer

Date: June 30, 2021

Date: June 30, 2021

IN WITNESS WHEREOF, THE PARTIES HEREBY AGREE TO BE LEGALLY BOUND BY THE
TERMS OF THIS AGREEMENT.

Oak Park Unified School District

Paper Education Company, Inc.

Signature



Signature

Name: _____

Name: Philip Cutler

Title: _____

Title: Chief Executive Officer

Date: _____

Date: June 30, 2021

SCHEDULE “A”

DISTRICT-SPECIFIC PARAMETERS

1. Initial Term of the Agreement

June 1, 2021 to August 1, 2022 (14 months)

2. Student Access Included in the Scope of the Agreement and Fees Payable

Unlimited access for 4,355 Oak Park Unified School District Students in Kindergarten (K) to grade twelve (12), inclusively. The fees payable shall be \$35.50 USD per Student, for a total of \$154,602.50 USD.

3. Fees Payable for Additional Student Accesses

Additional Students may be added at a rate of \$35.50 USD per Student.

4. Data to be Provided by District to Activate Accesses to the Platform

To active a Student’s access to the Platform, the District shall provide a User’s first name and last name, email address, grade, and any relevant class rostering information.

5. Details of Professional Development

Paper Education Company Inc. shall execute professional development. Paper Education Company Inc. will provide District and its Users with support and training throughout the year to Oak Park Unified School District and its stakeholders.

6. *Special Terms [Insert if Applicable]*

SCHEDULE “B”

PRIVACY POLICY

Paper Education Company Inc. (“Paper Education Company Inc.” or “Provider”) and Oak Park Unified School District (“District”) (collectively, the “Parties”) recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, as may be amended from time to time, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Protection of Pupil Rights Amendment (“PPRA”) at 20 U.S.C. §1232h; and the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312).

The Provider shall provide the Services within the State of California, and the Parties recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act (“SOPIPA”) at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 (“AB 1584”) at California Education Code section 49073.1; and other applicable state privacy laws and regulations, as may be amended from time to time.

In accordance with the Agreement, this privacy policy (“Privacy Policy”) sets forth the Parties’ respective obligations and duties in order to comply with applicable federal and California state laws and regulations, a description of the Services to be provided, the categories of Student Data that may be provided by District to Provider, and other information specific to this Privacy Policy. Terms used within this Privacy Policy are defined within the Definitions section below.

1. Definitions

“De-Identified Data and De-Identification”: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific Student and provided that the District, or other party, has made a reasonable determination that a Student’s identity is not personally identifiable, taking into account reasonable available information.

“Educational Records”: Records, files, documents, and other materials directly related to a Student and maintained by the school or District, or by a person acting for such school or District, including but not limited to, records encompassing all the material kept in the Student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed,

records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

“Metadata”: Information that provides meaning and context to other data being collected, including, but not limited to, date and time records and purpose of creating metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

“Operator”: The operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with a District to provide a service to that District shall be considered an “Operator” for the purposes of this Agreement.

“Provider”: The provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. The term “Provider” includes the term “Third Party” and the term “Operator,” as those terms are used in applicable state statutes.

“Student Generated Content”: Materials or content created by a Student in the Services, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of Student content.

“School Official”: A contractor who: (1) Performs an institutional service or function for which the District or school would otherwise use employees; (2) Is under the direct control of the District or school with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

“Student Data”: Any data, whether gathered by Provider or provided by District or its Users, Students, or Students’ parents/guardians, that is descriptive of the Student including, but not limited to, information in the Student’s educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, Student identifiers, search activity, photos, voice recordings, geolocation information, parents’ names, or any other information or identification number that would provide information about a specific Student. Student Data includes Metadata. Student Data further includes “personally identifiable information (PII),” as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law.

Student Data shall constitute Education Records for the purposes of this Privacy Policy, and for the purposes of federal, state, and local laws and regulations. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a Student's use of Provider's services.

"Subprocessor" or "Subcontractor": A party other than District or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its Services, and who has access to Student Data.

"Targeted Advertising": Presenting an advertisement to a Student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's internet web site, online service or mobile application by such Student or the retention of such Student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a Student on an internet web site based on the content of the web page or in response to a Student's response or request for information or feedback.

"Third Party": A provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this Privacy Policy, the term "Third Party," when used to indicate the provider of digital educational software or services, is replaced by the term "Provider."

2. Duties of District

(a) Provide Data in Compliance with Applicable Laws

District shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

(b) Annual Notification of Rights

If the District has a policy of disclosing Education Records and/or Student Data under FERPA, District shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.

(c) Reasonable Precautions

District shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

(d) Unauthorized Access Notification

District shall notify Provider promptly of any known unauthorized access to the Services. District will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access to the Services.

(e) Student Generated Content

To the extent required by applicable law, the District shall establish reasonable procedures by which a parent, legal guardian, or eligible Student may review Education Records and/or Student Data, and/or correct erroneous information; and procedures for the transfer of Student Generated Content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner to the District's request for Student Data in a Student's records held by the Provider to view or correct as necessary. In the event that a parent of a Student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the District, who will follow the necessary and proper procedures regarding the requested information.

To exercise District's rights or Users' rights, please reach out to Provider at privacy@paper.co. Provider can also be reached by mail at the following address:

Paper Education Company Inc.
279 Sherbrooke Street West, Suite
410 Montreal, QC, H2X 1Y2
Canada

3. Duties of Provider

(a) Authorized Use

The Student Data shared pursuant to the Agreement, including unique identifiers, shall be used for no purpose other than the Services, as expressly stated in the Agreement, or otherwise authorized under applicable law.

(b) Employees and Subprocessors

Provider shall require Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this Privacy Policy with respect to the Student Data shared under the Agreement. Provider shall also enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Privacy Policy.

The table below lists the categories of recipients with whom District's Student Data is shared so that Provider can provide District with the functionalities within its Services. Each service provider is bound by an agreement with Provider, which limits each service provider's rights to use District's Student Data for other purposes:

Category of recipients	Examples and explanations
Support Service Providers	<p>Provider uses Zendesk to provide support to its users. Zendesk shall not use Student Data for any other purpose than to provide Provider with its services and shall not sell Student Data. Provider has an agreement in place with Zendesk which complies with legislations such as the <i>California Consumer Privacy Act</i>.</p> <p>Consult Zendesk's Privacy Policy here.</p> <p>Provider may use other tools for support purposes, such as for tracking tickets. These tools may temporarily contain Student Data of users.</p>
IT Service Providers	<p>Provider uses service providers to provide and host its Services online. For instance, Provider's Services are hosted on Google Cloud Platform. IT Service Providers may also be used for security purposes, such as for log monitoring.</p> <p>Find Google Cloud Platform's Privacy Policy here.</p>
Performance Service Providers	<p>Provider uses tools to monitor its online application such as to diagnose, fix and optimize the performance of its Services.</p>
Analytics Service Providers	<p>Provider uses third parties to obtain analytics based on how users are leveraging its Services.</p> <p>Provider uses such analytics to provide reporting capabilities to educational institutions. Provider's analytic service providers are also used to build interactive and visual analysis for educational institutions or to generate reporting capabilities in accordance with Provider's agreements with educational institutions.</p>

Communication Partners	Provider uses third parties to provide District and Users with e-mail notification. For instance, Provider uses Mailchimp and Mandrill, an add-on to Mailchimp, to provide Teachers and Students with notifications. Find MailChimp's Privacy Policy here . Provider shall not enable any marketing functions within MailChimp's additional add-ons.
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The Services can be integrated with other learning management platforms through Single Sign-On and APIs, such as Clever. Integration Partners are not Provider's suppliers or service providers. Educational institutions enter into separate agreements with integration partners to which Provider is not a party, and plug-ins, APIs or other accesses to Integration Partners are only activated at educational institutions' request. This allows educational institutions to integrate the Services with other educational technologies and services relevant to Students such as to simplify education.

(c) Disclosure or Sale of Student Data

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a Student, family member/guardian or group, for any purpose other than providing the Services to the District; or (c) for any purposes other than as expressly enumerated herein. Provider shall not share Student Data with marketing partners. Provider shall not sell Student Data to any third party. The Agreement does not prohibit Provider from using Student Data for adaptive learning or customized student learning (including generating personalized learning recommendations).

Provider acknowledges and agrees that it shall not make any disclosure of any Student Data or any portion thereof, including without limitation, user content, other non-public information, and/or personally identifiable information contained in the Student Data, other than as directed or permitted in writing by the District or this Privacy Policy. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this Privacy Policy.

(d) Ownership of Student Data

Provider acknowledges and agrees that all Student Data transmitted to the Provider pursuant to the Agreement is and will continue to be the property of and under the control of the District. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to

the provisions of this Privacy Policy in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Agreement, shall remain the exclusive property of the District. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the District as it pertains to the use of Student Data, notwithstanding the above.

(e) Student Generated Content

If Student Generated Content is stored or maintained by the Provider, Provider shall, at the request of the District, transfer, or provide a mechanism for the District to transfer, said Student Generated Content to a separate account created by the Student.

(f) De-Identified Data

Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the District or other governmental agencies in conducting research and other studies; (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized Student learning. Provider's use of De-Identified Data shall survive termination of this Privacy Policy or any request by District to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the District who has provided prior written consent for such transfer. Prior to publishing any document that names the District explicitly or indirectly, the Provider shall obtain the District's written approval of the manner in which de-identified data is presented.

(g) Disposition of Data

Upon written request from the District, Provider shall dispose of or provide a mechanism for the District to transfer Student Data obtained under the Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Disposition shall include: (1) the shredding of any hard copies of any student data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate Student account pursuant to Article II section 3. The District may also employ a "Directive for Disposition of Data" form, which may be provided by the District in writing.

4. Provider's Collection of Student Data

Provider collects the following types of Student Data:

(a) Educational and Identification Information

When Provider on-boards new educational institutions, Provider receives the following information from educational institutions which is used to create accounts or to manage Students and Teachers' accounts if an integration with Google G-Suite is used instead of accounts:

- Name of Students and Teachers
- Usernames
- Classes that Students are enrolled in
- E-mail addresses
- Other information which educational institutions may deem necessary, such as Student IDs

This information is used to create an account and manage the Services, such as to offer e-mail notifications, if the user opt-in. Provider typically receives such information from educational institutions in a CSV file.

If the Services are integrated with Clever, then class rosters are automatically updated within Provider's Services whenever Students or Teachers change classes or switch schools. Clever is a service that Provider uses to integrate with most Student information systems, and which securely syncs Educational and Identity information systems with Provider's database. Clever is only available to educational institutions who are registered to use this service and is synchronized daily. Provider also uses ClassLink as an additional integration tool. If an educational institution does not use Clever nor ClassLink, then the information is updated manually when Provider receives updates.

(b) Credentials

Once accounts are created, Students and Teachers who are using Provider's Services can connect using their username and passwords, or through a single sign-on services offered by third parties such as Google G-Suite with which Provider's Services integrate without the need to create distinct accounts. Educational institutions using Clever may also connect through a single sign-on functionality integrated through Clever. The information related to each account includes full name, username, e-mail, password and grade levels for Students. Provider also collects each Student's preferred language so that they are connected with appropriate Educators.

(c) User Generated Information

“User Generated Information” includes any information generated by Students or Teachers when using Provider’s Services, such as:

- Transcript of conversations, along with documents shared and emojis used;
- Feedback on tutoring sessions;
- Essays submitted for review, along with related information provided by Students, such as the essay title, language, Teacher’s instructions and similar educational requirements;
- Essays reviewed through the Services; and
- Questions asked by Students.

The Services have different views depending on the identity of the User. For instance, Teachers, school Administrators and District Administrators each view the information related to Students under their authority. This information includes transcripts of conversations, questions asked, Student usage, active and expired licenses. School and Administrators generally have access to the same information as Teachers do, except that the identity of the Students concerned may vary. References to Teachers under this Privacy Policy include such Administrators as well.

When using the Services, Students can ask questions which are then matched automatically by Provider’s algorithms with related topics associated with their individual grade level. In some cases, the available classes may be personalized, such as for sports programs, and Provider’s algorithm is then adjusted accordingly. Students can also access live classrooms, in which they can share files but also use a digital whiteboard. Each session is recorded in the history tab and associated with an ID. All sessions’ transcripts are accessible by both the Student and the Teacher.

User Generated Information is also used to create reporting for Teachers. For instance, Teachers receive a monthly report on how Students in their classes are using the Services, such as the top questions asked and the top Students users.

Provider processes User Generated Information in order to offer the Services to educational institutions, such as to allow Students to obtain tutoring services, and to allow Teachers to oversee what their Students are doing within the Services.

(d) Usage and Performance Data

In order to understand how the Services perform and which functionalities are used, Provider collects “Usage and Performance Data,” which may include bugs, errors and logs which are generated by Users, and other data collected in using an anonymous ID associated with Users. Such Student Data can be used for support,

maintenance, and troubleshooting.

(e) Support Data

When Users are navigating the Services, they may have some questions on how to use the Services or may face some bugs or errors. To assist users, Provider has a support desk available to respond to support requests. Any information shared with Provider through support services is collected by Provider.

(f) Electronic Data

Online services automatically collect Electronic Data about users in order to allow Provider to deliver the Services. “Electronic Data” includes:

- IP address
- Device and browser information
- Screen resolution
- Operating system name and version
- Device manufacturer and model

This information is used to fix bugs, to remember important information, to present the Services in the preferred language and enhance security. Electronic Data is also used to provide notifications to users about activities within the Services. For instance, Provider’s service provider automatically places a single pixel gif, also known as a web beacon, which enable us to recognize when a user has opened an e-mail or clicked a certain link in an e-mail. This technology requires collecting e-mail addresses, IP addresses as well as the date and time associated with each open and click for a notification. The data generated is then considered Usage and Performance Data. The Services also include browser notifications which require Electronic Data.

5. Cookies

Provider only uses cookies as necessary to provide the functionalities within the Services, which means that the Services shall not contain any marketing cookies and that Provider shall not conduct interest-based advertising. The Services only contain essential, functional and analytic cookies as described below.

Type of cookie	Description
Essential	Essential cookies are necessary to operate the core functions of the Services. These include login cookies, session ID cookies, language cookies as well as security cookies.

Functional	Functional cookies are used to provide District and Users with some functionalities, such as live chatting, and to remember preferences, consents and configurations.
Analytics	Analytics cookies are used to generate aggregated statistical data about traffic and behavior of users when using the Services.

Cookie preferences may be managed through the following internet browsers using the instructions provided below by clicking on the applicable browser. However, by blocking essential and functional cookies, parts of the Services may not be available.

[Google Chrome](#)

[Firefox](#)

[Safari](#)

[Internet Explorer](#)

[Opera](#)

6. Storage of Student Data

Provider offers hosting in both Canada and the United States depending on where the educational institution which retains the Services is located. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the District, Provider shall provide a list of the locations where Student Data is stored.

7. Data Security

The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The Provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards within the United States. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be provided to the District in writing. Additionally, Provider may choose to further detail in writing its security programs and measures that augment or are in addition to the Cybersecurity Framework. Provider shall provide, in writing, contact information of an employee who District may contact if there are any data security concerns or questions. Provider shall also require its service providers to provide adequate level of security for personal data. Each of the tutors employed or utilized shall sign agreements with Paper whereby they agree to maintain all confidential information, including but not limited to Student Data.

Provider seeks to implement controls that are proportional to the risks to protect the privacy of Students and other users. For instance, Provider uses multi-factor

authentication, SSL encryption, physical access controls to files and buildings and secure file transfer protocols with encryption. Provider's cloud service provider, Google Cloud Platform, maintains several independent verifications of its security, privacy and compliance control, such as ISO 27017, ISO 27018 and ISO 27001. Review Google Cloud Platform's safeguards on Google's Trust & Security Center available [here](#).

In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall promptly provide notification to District. Provider shall follow the following process:

- (a) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - The name and contact information of the District;
 - A list of the types of personal information that were or are reasonably believed to have been the subject of a breach;
 - If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach; (2) the estimated date of the breach; or (3) the date range within which the breach occurred. The notification shall also include the date of the notice;
 - Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (b) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (c) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide District, upon request, with a summary of said written incident response plan.
- (d) District shall provide notice and facts surrounding the breach to the affected Students, parents or guardians.

- (e) In the event of a breach originating from District's use of the Service, Provider shall cooperate with District to the extent necessary to expeditiously secure Student Data.

8. Law Enforcement Requests

Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the District of the request.

If Provider goes through a restructuration, a merger and acquisition, or a sale of part or all of its assets, Student Data may also be transferred in such context, subject to prior written notice to the District and subject to any limitations under applicable laws.

9. Retention of Student Data

Provider may retain Student Data for as long as Provider has an active Agreement with the District, or as required by applicable laws, whichever is longer. Users may delete Student Data from the Platform and/or Services on their own, and educational institutions may also do so through built-in functionalities or by contacting Provider directly.

10. Audits

No more than once a year, or following unauthorized access, upon receipt of a written request from the District with at least fifteen (15) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider shall allow the District to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the District. The Provider shall cooperate reasonably with the District and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to Students and/or District, and shall provide reasonable access to the Provider's facilities, staff, agents and District's Student Data and all records pertaining to the Provider, District and delivery of Services to the District. Failure to reasonably cooperate shall be deemed a material breach of the Privacy Policy.

11. Termination of Privacy Policy

In the event that either Party seeks to terminate this Privacy Policy, they may do so by mutual written consent, so long as the Agreement has lapsed or has been

terminated. Either Party may terminate this Privacy Policy and the Agreement if the other Party breaches any terms of this Privacy Policy. If the Agreement is terminated, the Provider shall destroy all of District's Student Data, in accordance with the terms of the Agreement and in accordance with applicable law.

12. Miscellaneous

(a) Amendment

This Privacy Policy may be modified or amended only in a writing executed by both Parties.

(b) Conflict

In the event of conflict between the terms of this Privacy Policy and the terms of the Agreement, the terms of this Privacy Policy shall control.

(c) Privacy Compliance

The Provider shall comply with applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

(d) Authority

Each Party represents that it is authorized to bind to the terms of this Privacy Policy, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

(e) Waiver

No delay or omission by either Party to exercise any right hereunder shall be construed as a waiver of any such right and both Parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

(f) Successors Bound

This Privacy Policy is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

(g) Questions, Concerns, or Inquiries

For questions, concerns or inquiries regarding the collection, use or disclosure of
Schedule B-14

District's or Users' Student Data or concerning this Privacy Policy, please e-mail Provider at privacy@paper.co, or reach Paper Education Company Inc. by mail at the following address:

Paper Education Company Inc.
279 Sherbrooke Street West, Suite
410 Montreal, QC, H2X 1Y2
Canada

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
SUBJECT: B.3.a. APPROVE 2021-2022 DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

ACTION

ISSUE: Shall the Board of Education approve the Declaration of Need for Fully Qualified Educators form CL-500 for the 2021-2022 denoting our potential need for use of emergency credentials?

BACKGROUND: Pursuant to regulations adopted by the California Commission on Teacher Credentialing, school districts are required to estimate the number of emergency permits needed for the school year before applying for any emergency permits for school personnel. The estimate must be submitted as a Declaration of Need for Fully Qualified Educators to the State of California Commission on Teacher Credentialing (CTC). The CTC requires each Board of Education to approve in public session, a declaration of anticipated needs in terms of staffing vacancies where emergency credentials may be needed.

While we rarely have need to use other than a fully credentialed teacher, the “Declaration of Need” process allows us the option to retain the services of a partially credentialed teacher in hard to fill teaching areas, if needed. Staff has evaluated the current need for teachers with emergency permits in 2021-2022 and included an estimate of additional needs that may arise during the school year based upon experience. At this time, the District estimates a minimal need for teachers with emergency permits.

FISCAL IMPACT: None

BOARD POLICY: Pursuant to BP 4112.2 Certification - The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option.

GOAL: In support of OPUSD Goal #1: Return to a full-time, in-person instructional model.

ALTERNATIVES:

1. Approve the Declaration of Need for Fully Qualified Educators form CL-500 for the 2021-2022 denoting our potential need for use of emergency credentials.
2. Do not approve this Declaration of Need.

RECOMMENDATION: Alternative #1

Prepared by: Stewart McGugan, Ed.D., Assistant Superintendent, Human Resources

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Approve the Declaration of Need for Fully Qualified Educators
for the 2021-2022 denoting our potential need for use of emergency credentials.

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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	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-2022

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: OAK PARK UNIFIED SCHOOL DISTRICT District CDS Code: 73874

Name of County: VENTURA County CDS Code: 56

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 08/17/2021 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2022.

Submitted by (Superintendent, Board Secretary, or Designee):

Stew McGugan

Name

Stew McGugan

Signature

Assistant Superintendent- HR

Title

818-879-0372

Fax Number

818-735-3226

Telephone Number

08/06/2021

Date

5801 Conifer Street, Oak Park, CA 91377

Mailing Address

smcgugan@opusd.org

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	3
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	1

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	1
TOTAL	1

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐ Yes ☒ No

If no, explain. If needed we would work through our local Universities.

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 0

If yes, list each college or university with which you participate in an internship program.

CSUN, CLU, CSUCI

If no, explain why you do not participate in an internship program.

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

**SUBJECT: B.3.b. APPROVE PROVISIONAL INTERNSHIP PERMIT (PIP)
REQUEST FOR CERTIFICATED EMPLOYEE**

ACTION

ISSUE: Shall the Board of Education approve a request for a Provisional Internship Permit from the California Commission on Teacher Credentialing for our American Sign Language Teacher for the 2021/2022 school year.

BACKGROUND: The California Commission on Teacher Credentialing (CCTC) provides a process whereby a district under an approved Provisional Internship Permit may employ a teacher. These permits are reviewed by the Commission staff and acted upon by the Commission to provide an employee the time to complete credential requirements. Pursuant to 5 CCR 80021.1, the Governing Board must approve a notice of its intent to employ a PIP applicant who is scheduled to complete preliminary credential requirements within six months and who is granted a PIP issued by the CTC for a specific position for which a diligent search has been conducted and a fully credential teacher could not be found.

During this school year Julie Cho, newly hired American Sign Language (ASL) Teacher at Oak Park High School, having a BA in Psychology and will have her Masters in ASL conferred in August, while completing the final requirements for her credential.

FISCAL IMPACT: None

BOARD POLICY: Pursuant to BP 4112.2 Certification - The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option.

GOAL: Goal #1: Return to a full-time, in-person instructional model.

ALTERNATIVES:

1. Approve the Provisional Internship Permit request for Julie Cho
2. Do not approve the Provisional Internship Permit request for Julie Cho

RECOMMENDATION: Alternative #1

Prepared by: Stew McGugan, Assistant Superintendent, Human Resources

Respectfully submitted,

Jeff Davis Ed.D.
Superintendent

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Approve Provisional Internship Permit Request for Certificated Employee

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

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

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
**SUBJECT: B.3.c. APPROVE 2021-2022 COMMITTEE ON ASSIGNMENT IN
ACCORDANCE WITH ED CODE 44258.7 (C) & (D)**

ACTION

ISSUE: Shall the Board of Education approve Committee on Assignment in Accordance with Ed Code 44258.7 (C) & (D)?

BACKGROUND: Education Code Section 44258.7 requires school districts to establish procedures for reviewing teacher assignments annually and to report their findings to their local government in a public meeting. The state has recognized the need to provide a degree of flexibility in the assignment of teachers and offers several ways in which teachers can be deemed qualified to serve in particular areas. These include:

1. Credentials on file
2. Education Code provisions
3. Board Waivers
4. Committee on Assignment

FISCAL IMPACT: None

BOARD POLICY: Pursuant to AR 4113 Assignment - A full-time teacher with special skills and preparation outside the credential authorization may, with the teacher's consent and the prior approval of a district committee on assignments, be assigned to teach an elective course in the area of the special skills or preparation, excluding a course in English, mathematics, science, or social studies. (Education Code 44258.7)

GOAL: In support of LCAP Goal #1: Support high academic achievement for all students and Human resources audit to ensure teachers are appropriately credentialed and assigned.

ALTERNATIVES:

1. Approve Committee on Assignment in Accordance with Ed Code 44258.7 (C) & (D)
2. Do not approve Committee on Assignment in Accordance with Ed Code 44258.7 (C) & (D)

RECOMMENDATION: Alternative #1

Prepared by: Stew McGugan, Assistant Superintendent, Human Resources

Respectfully submitted,

Jeff Davis Ed.D.
Superintendent

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Approve Committee on Assignment in Accordance with
Ed Code 44258.7 (C) & (D)

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

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

Oak Park Unified School District
Committee on Assignment
Background/Procedure/Criteria

With the retirement of Barbara Wechter in 2019-2020, we have experienced a shortage of credentialed teachers who are appropriately credentialed to teach the following elective courses: Video Production, Teen Entrepreneur, Animation, Rockets.

Education Code 44258.7 (c) (d) allows a full-time teacher with special skills and preparation outside his or her credential authorization to be assigned to teach an elective class provided the assignment is approved by a Local Committee on Assignment. Our District Superintendent and Board President have approved the formation of a local Committee on assignment to review the training and background of these teachers. The following narrative outlines the plan used in establishing this committee and describes the criteria used to determine the competency of the teachers who will be evaluated. The courses that will be taught by teachers being evaluated by this committee are:

- Video Production
- Teen Entrepreneur
- Animation
- Rockets

Procedures for selecting the Committee on Assignment:

The Education Code requires that the membership of the committee shall include an equal number of teachers, selected by teachers, and school administrators, selected by administrators. The two teachers on the committee were selected by our middle school leadership team and the two administrators were selected by our Assistant Superintendent, Human Resources. The permanent teachers who were selected for the committee are teacher leaders who have experience with assessing curriculum and teacher effectiveness. The term of office for the committee was set at 3 years. Information related to the committee's role was discussed with the four committee members in a preliminary meeting during the summer. Additionally, the criteria for determining the competency of the teachers in question was forwarded to the committee along with statements of competence from each of the teachers for review prior to the start of the school year. The committee met prior to the start of the school year and considered the following criteria to determine the competency of the teachers.

Criteria for determining teacher qualifications:

The following criteria were used to determine the competency of the two teachers who will be teaching the elective courses offered at Medea Creek Middle School.

- Training specific to the elective course being taught
- Years of teaching experience in the course or related courses
- Teaching background and success within areas of current credential
- Previous outside related work experience
- Professional Development related to subject

Approval of Establishing a local Committee on Assignment:

Approval for the establishment of local Committee on Assignment is hereby given for considering the qualifications of teachers who will be teaching elective courses outside their credential area at Medea Creek Middle School.

Dr. Jeff Davis, Ed.D., Superintendent

Allen Rosen, Board President

Date

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

SUBJECT: B.3.d. APPROVE VARIABLE TERM WAIVER REQUEST FOR 2021-2022 SCHOOL YEAR

ACTION

ISSUE: Shall the Board of Education approve a request for a Variable Term Waiver from the California Commission on Teacher Credentialing (CTC) to allow a fully credentialed teacher to provide Driver's Education Instruction during the first semester of the 2021/2022 school year.

BACKGROUND: The Oak Park Unified School District has from time to time engaged fully credentialed teachers employed within the District to instruct short term classes, such as Driver's Education during the school year. Russ Peters is a fully credentialed teacher who has instructed in the driver's education program in the past. Russ Peters agrees to fulfill the assignment for 2021-2022 school year. Education Code 44260.4 allows minimum requirements for designated special subjects teaching credentials which may include, but not limited to, driver education and training. In accordance with Education Code 44253.3, for a certificated employee to be issued a variable term waiver by the CTC it is necessary for the Board to give public notice. Staff is recommending that the Board approve the Variable Term Waiver request for this employee.

FISCAL IMPACT: This FTE is included in the 2021-2022 adopted budget.

BOARD POLICY: Pursuant to BP 4112.2 Certification - Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who enrolls in an approved intern program in the region of the district and possesses an intern credential
2. A candidate who is scheduled to complete preliminary credential requirements within six months and who is granted a provisional internship permit (PIP) or short-term staff permit issued by the CTC
3. An individual who has been granted a credential waiver by the CTC

GOAL: In support of OPUSD Goal #5.b. - Provide opportunities to a wide segment of the school population with the goal of meeting equity guidelines.

ALTERNATIVES:

1. Approve the Variable Term Waiver Request for 2021-22 School year
2. Do not approve the Variable Term Waiver

RECOMMENDATION: Alternative #1

Prepared by: Stew McGugan, Assistant Superintendent, Human Resources

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Approve the Variable Term Waiver Request for 2021-22 School year

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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	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

TO: BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

SUBJECT: B.4.a. APPROVE PROPOSED BOARD MEETING SCHEDULE FOR THE 2021-2022 SCHOOL YEAR

ACTION

ISSUE: Should the Board of Education approve the proposed Board Meeting schedule for the 2021-22 School Year.

BACKGROUND: The Board approved the 2021 meeting schedule through December 2021 at the December 15, 2020 Board Meeting. For planning purposes, the meetings for the entire 2021-2022 school year need to be scheduled. The Board has not approved the dates listed beginning with January 2022, staff is requesting the Board to consider the recommended regular meeting dates at this time:

August 17, 2021	Single Regular Meeting in August
*September 14, 2021	Single Regular Meeting in September
October 19, 2021	Single Regular Meeting in October
November 16, 2021	Single Regular Meeting in November
**December 14, 2021	Annual Organizational Meeting
January 18, 2022	Single Regular Meeting in January
February 15, 2022	Single Regular Meeting in February
March 15, 2022	Single Regular Meeting in March
April 19, 2022	Single Regular Meeting in April
May 17, 2022	Single Regular Meeting in May
*June 14, 2022	Single Regular Meeting in June

* Falls on second Tuesday of the month

**Organization Meeting Fall on second Tuesday of the month and within 15 days after 2nd Friday of the Month

Agendas for the regular meeting are posted 72 hours prior to the meeting. Special meeting will be added as needed with notice and agenda posted 24 hours prior to the meeting.

FISCAL IMPACT: None

BOARD POLICY: Pursuant to Board Bylaw 9320 Meetings and Notices - The Board shall hold one regular meeting each month. At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2)

GOAL: In support of OPUSD Goal #4 - Engage staff more deeply in shared-decision making and enhance communications to engage, inform and educate all stakeholders.

ALTERNATIVES:

1. Approve the proposed 2021-2022 Board Meeting Schedule
2. Approve an amended 2021-2022 Board Meeting Schedule

RECOMMENDATION: At Board's discretion.

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Approve the proposed 2021-2022 Board Meeting Schedule

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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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

TO: BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
SUBJECT: B.4.b. APPROVE 2021-2022 BOARD GOALS

ACTION

ISSUE: Shall the Board approve 2021-2022 Board Goals?

BACKGROUND: The Governing Board annually conducts a self-evaluation in order to demonstrate accountability to the community and ensure that district governance effectively supports student achievement and the attainment of the district's vision and goals. The Board held a Board Retreat on July 25, 2021 and reviewed the Board self-evaluation which was conducted with the help of CSBA. Following the evaluation, the Board reviewed and revised the Board Goals for 2021-2022.

FISCAL IMPACT: None

BOARD BYLAWS: Pursuant to Board Bylaws 9000 Board Self Evaluation - Following a Board Self Evaluation the Board shall set goals, define and/or refine protocols, and establish priorities and objectives for the following year's evaluation. The Board shall also develop strategies for strengthening Board performance based on identified areas of need, including, but not limited to, Board trainings.

GOALS: In support of Board Goals - The board and superintendent working together as a governance team serve to lead the district to achieve the desired goals. Their actions embody the basic characteristics and behaviors that enable each governance team member to work with the others to effectively create a climate for excellence in the school district and maintain a focus on student learning and achievement. Every year the Board meets and develops Goals for the upcoming year.

In support of Board Goal #7 - The Board will engage in learning together about goal setting and the format of our annual retreat.

ALTERNATIVES: 1. Approve the 2021-2022 Board Goals.
2. Approve amended 2021-2022 Board Goals.

RECOMMENDATION: At Board's discretion.

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Approve the 2021-2022 Board Goals

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

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



OPUSD BOARD OF EDUCATION GOALS 2021-2022

The board and superintendent working together as a governance team, serve to lead the district to achieve the desired goals. Their actions embody the basic characteristics and behaviors that enable each governance team member to work with the others to effectively create a climate for excellence in the school district and maintain a focus on student learning and achievement. Every year the Board meets and develops goals for the upcoming year.

1. The Board will provide a monthly report of Board meetings, developed by the Board President and/or Superintendent, which shall be widely distributed consistent with the District's communication plan.
2. The Board, in conjunction with the Superintendent, will solicit all stakeholders for feedback on the development of the District's Moral Imperatives and Goals, Local Control and Accountability Plan, and Annual Budget.
3. The Board, in conjunction with the Superintendent, will maintain and continue to develop relationships with local agencies, community partners, and our state and Federal representatives.
4. The Board will use data and information on student needs to make decisions and follow a regular process to review student achievement data to ensure continuous improvement.
5. The Board will ensure that the governance handbook is reviewed and updated, as needed, and used as a tool to train new Board members.
6. The Board will ensure a smooth transition for Dr. Jeff Davis, Superintendent, and support onboarding of new principals at Oak Park High School, Medea Creek Middle School, and Brookside Elementary School.
7. The Board will engage in learning together about goal setting and the format of our annual retreat.
8. The Board will conduct a Board self-evaluation at least every other year.
9. The Board will honor students, staff, parents, and community members at Board meetings.
10. The Board will create opportunities to collaborate with and attain direct feedback from students, staff, parents, PTOs, OPEF, and community members.
11. Board members will visit District and school sites to view on-site preparations for return to school.
12. The Board will continue its work with a contracted diversity and equity consultant to further its commitment to equity driven governance.

TO: BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
SUBJECT: B.4.c. REVIEW, AMEND, APPROVE GOVERNANCE HANDBOOK

ACTION

ISSUE: Shall the Board of Education review, amend and approve the Governance Handbook?

BACKGROUND: The Board reviewed the Governance Handbooks at their Board Retreat on July 25. At this meeting the Board may review and amend as required. The revised Governance Handbook is included for the Board's review.

FISCAL IMPACT: None

BOARD BYLAWS: Pursuant to Board Bylaw 9005 Governance Standard - The Board expects its members to work with each other and the Superintendent to ensure that a high-quality education is provided to each student.

GOAL: In support of Board Goal #5 - The Board will ensure that the governance handbook is reviewed and updated, as needed, and used as a tool to train new Board members.

ALTERNATIVES: 1. Approve the amended Governance Handbook
2. Do not approve the amended Governance Handbook

RECOMMENDATION: At Board's discretion.

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	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



Oak Park Unified School District Board of Education

GOVERNANCE HANDBOOK

Board of Trustees

Allen Rosen, President

Drew Hazelton, Vice President

Derek Ross, Clerk

Denise Helfstein, Member

Tina Wang, Member

Superintendent

Dr. Jeff Davis

Approved October 16, 2012

Amended 7-21-14, 8-18-15, 8-15-17, 8-21-18, 8-20-19, 12-15-20, 8-17-2021

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SCHOOLS

Oak Park Neighborhood School

Director: Kim Gregorchuk - kgregorchuk@opusd.org
Office Manager: Jane Straughan - JStraughan@opusd.org
1010 North Kanan Road, Oak Park, CA 91377
(818) 707-7742
Enrollment: 59

Brookside Elementary School

Principal: Diane Diamond - ddiamond@opusd.org
Office Manager: Virginia Standring - vstandring@opusd.org
165 North Satinwood Ave, Oak Park, CA 91377
(818) 597-4200
Enrollment: 544

Oak Hills Elementary School

Principal: Erik Warren - ewarren@opusd.org
Office Manager: Maureen Frey - MFrey@opusd.org
1010 North Kanan Road, Oak Park, CA 91377
(818) 707-4224
Enrollment: 484

Red Oak Elementary School

Principal: Stacy LaFrenz - slafrenz@opusd.org
Office Manager: Susan Crumpley - SCrumpley@opusd.org
4857 Rockfield Street, Oak Park, CA 91377
(818) 707-7972
Enrollment: 584

Medea Creek Middle School

Principal: Jenny DaCosta - jdacosta@opusd.org
Office Manager: Debbie Church - DChurch@opusd.org
1002 Doubletree Road, Oak Park, CA 91377
(818) 707-7922
Enrollment: 1042

Oak Park High School

Principal: Mat McClenahan - mmcclenahan@opusd.org
Office Manager: Michelle DiCamillo - MDicamillo@opusd.org
899 North Kanan Road, Oak Park, CA 91377
(818) 735-3300
Enrollment: 1448

Oak View High School

Principal: Kent Cromwell kcromwell@opusd.org
 Office Manager: Linda Roberts LRoberts@opusd.org
 5701 Conifer Street, Oak Park, CA 91377
 (818) 735-3217
 Enrollment: 24

Oak Park Independent School

Principal: Kent Cromwell - kcromwell@opusd.org
 Office Manager: Jennifer Burstein - jburstein@opusd.org
 5801 Conifer Street, Oak Park, CA 91377
 (818) 735-3200
 Enrollment: 198

TOTAL OPUSD Enrollment for 2021-2022: 4383 as of August 13, 2021

Oak Park Extended Care - Club Oak Park

Director: Sara Ahl - sahl@opusd.org
 Department Secretary: Soraya Farhadi - sfarhadi@opusd.org
cluboakpark@opusd.org
 (818) 735-3280
 Enrollment: 654

Individual Oak Park Extended Care school site phone numbers:

Brookside Elementary School - 818-597-4219
 Oak Hills Elementary School - 818-707-4227
 Red Oak Elementary School - 818-707-7979
 Medea Creek Middle School - 818-707-7924

DISTRICT AT A GLANCE

District Mission

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 which includes academic achievement, personal growth, and social responsibility.

District Motto

"Educating Compassionate and Creative Global Citizens"

When we talk about **compassion**, we understand the literal meaning of the word, which is co-suffering. Compassionate people understand the plight and difficulties of others and work to alleviate suffering wherever it exists. We can demonstrate and practice compassion to others, to animals, to the environment. Children learn about compassion by observing adults practice it and by what they hear adults say. Schools can teach students about compassion in many ways, through literature, history, discussion, and by providing opportunities to do good.

Creativity is the spark that makes life interesting. We all possess it and it is important that a school system help students to discover it within themselves and nurture it. Creative people are interesting, solve problems, have open minds, and see the world in new ways. Creativity is probably the most important '21st century skill.'

We are **citizens** of our locality, of our state, and of our nation. We are also citizens of the world. When we look at the Earth from space we do not see borders and boundaries. We are part of a web of people who share this place. Being a good global citizen means participating in our own democracy, having a sense of social responsibility for the people around us, of our nation, and of the world, and caring for the environment we all share and will pass on to our posterity.

DISTRICT HISTORY

The Oak Park Unified School District is located in the southeast corner of Ventura County, immediately adjacent to the Los Angeles County line. Prior to 1977, the area served by the District had been included in the Simi Valley Unified School District, which was formed in 1936.

Although the first school was built in Simi Valley in 1890, the Oak Park area experienced no growth until 1967 when 160 homes were built. Additional homes were constructed subsequent to 1967, and in 1968, Brookside Elementary School was completed to house the elementary students living in those homes.

Beginning in 1970, Oak Park residents made a formal request to the Las Virgenes Unified School District Governing Board for annexation to that District. Three denials of this request prompted District residents to begin the process of forming their own school district.

On January 13, 1977, the State Board of Education approved the proposed Oak Park Unified School District, and an election was held in Oak Park on May 31, 1977. Seventy-seven percent of the eligible Oak Park electorate voted in that election and unification was approved with a ninety-three percent affirmative vote. A five-member Board of Education was elected at the same time, and their first business meeting was held on June 14, 1977.

In the year of 1998, there were approximately 4,700 residential addresses in Oak Park based on Oak Park Water Service hook-ups. Based on housing units completed, as of 12/01/98, there were homes built for a population of 17,500.

According to the 2020 census the community of Oak Park:

- has 13,853 residents living in 5,401 housing units.
- the median value of owner-occupied homes is \$760,200
- 64.6% of the population over 25 has a bachelors degree or higher
- The median household income is \$132,578
 - 17.4% - Under 50K
 - 21.6% - 50K - 100K
 - 33.9% - 100K - 200K
 - 27.1% - over 200K
- Race and Ethnicity:
 - 65.2% - White
 - 18.5% - Asian
 - 9.6% - Hispanic
 - 5.2% - Two or more races
 - 1.4% - Black

According to the 2020 census the community of Oak Park school enrollment:

School Enrollment	Total	Percent	public school	public school%	private school	Private school %
K to 12th grade	2,663	71.1%	2,405	90.3%	258	9.7%
K	304	8.1%	272	89.5%	32	10.5%
Grades 1 to 4	647	17.3%	636	98.3%	11	1.7%
Grades 5 to 8	747	19.9%	643	86.1%	104	13.9%
Grade 9 to 12	965	25.7%	854	88.5%	111	11.5%

Oak Park, California - Overview	2020 Census		2010 Census		2000 Census	
	Counts	Percentages	Counts	Percentages	Counts	Percentages
Total Population	13,853	100.00%	13,811	100.00%	14,215	100.00%
Population by Gender						
Female	7,068	51.02%	7,170	51.92%	7,319	51.49%
Male	6,785	48.98%	6,641	48.08%	6,896	48.51%
Population by Age						
Persons 0 to 4 years	858	6.2%	604	4.37%	1,040	7.32%
Persons 5 to 17 years	2607	18.82%	3,018	21.85%	3,688	25.94%
Persons 18 to 64 years	8262	59.64%	9,016	65.28%	8,759	61.62%
Persons 65 years and over	2126	15.34%	1,173	8.49%	728	5.12%

In 1991, the Agoura Hills Postmaster gave the community of Oak Park permission to use Oak Park, CA 91301 instead of using the previously assigned Agoura zip code. And as of January 1, 1999, Oak Park now has its own Zip Code – 91377. Residents are happy with this, as it is one more step in identifying this unique community.

The book *Images of America – Oak Park* is a great resource for learning more about the history of Oak Park.

The source for the above data table is <https://censusreporter.org/profiles/16000US0653116-oak-park-ca/>

OAK PARK USD STUDENT DEMOGRAPHICS

Students	2021	2020	2019
Oak Park Neighborhood School	52		
Total students grade-wise at OPIS	DK-5 - 36 6-8 - 46 9-12 - 120		
Total students grade-wise at ROES/OHES/BES, MCMS, OPHS, OVHS	DK-5 - 1651 6-8 - 1071 9-12 - 1499		
English Language Learners	4.8% (CALPADS October 2020)	4.8% (CALPADS October 2019)	5.39% (CALPADS - October 2018)
Eligible for Free and Reduced Lunch	7.1% (CALPADS October 2020)	6.9% (CALPADS October 2019)	7.64% (CALPADS - October 2018)
Primary Languages spoken at home other than English	Mandarin, Telugu, Tamil, Hebrew, Spanish, Farsi/Persian, Russian, Hindi, Korean, Kannada, Marathi, Japanese, Armenian as well as 25 other languages	Mandarin, Telugu, Tamil, Hebrew, Spanish, Farsi, Russian, Hindi, Korean, Kannada, Marathi, as well as 26 other languages	Hebrew, Mandarin, Spanish, Russian, Hindi, and Farsi, well as more than 29 other languages
Race & Ethnicity	55.9% White 28% Asian 10.6% Hispanic 2.3% Filipino 2.7 % Black/African American 0.4% Pacific Islander 0.2% American Indian /Alaskan Native	56.6% White 27.5% Asian 10.4% Hispanic 2.1% Filipino 2.8 % Black/African American 0.3% Pacific Islander 0.3% American Indian /Alaskan Native	57.8% White 26.8% Asian 10.5% Hispanic 1.8% Filipino 2.5 % Black//African American 0.2% Pacific Islander 0.3% American Indian /Alaskan Native

DISTRICT STAFF

Staff	2021	2020	2019
Certificated Teachers	254	252	256
Counselors	13	13	12
School Psychologists	6	6	6
Certificated Management	#18 6 Principals 3 Assistant Principals 1 Dean of Students 1 Superintendent 1 Assistant Superintendent 5 Directors 1 Program Specialist	#16 6 Principals 3 Assistant Principals 1 Superintendent 1 Assistant Superintendent 4 Directors 1 Program Specialist	#18 6 Principals 3 Assistant Principals 1 Dean of Students 1 Superintendent 1 Assistant Superintendent 5 Directors 1 Program Specialist
TOSA	2 Tech TOSA 1 Curriculum and Instruction TOSA	2 Tech TOSA 1 COSA (Coordinator Safety and Equity)	2 Tech TOSA
Classified Staff	279	213	275
Classified Management	# 7 1 Assistant Superintendent 3 Directors 3 Confidential	# 7 1 Assistant Superintendent 3 Directors 3 Confidential	# 7 1 Assistant Superintendent 3 Directors 3 Confidential

WHO'S WHO IN OPUSD

Superintendent	Jeff Davis, Ed.D.
Executive Assistant and Communications Coordinator	Ragini Aggarwal
Assistant Superintendent - Business Services	Adam Rauch
Assistant Superintendent - Human Resources	Stewart McGugan
Director, Educational Technology	Enoch Kwok
Director, Curriculum & Instruction	Jay Greenlinger, Ed.D.
Director, Child Nutrition	Carole Ly
Director, Extended Care Programs	Sara Ahl
Director, Bond Programs Sustainability Maintenance & Operations	Brendan Callahan
Director, Fiscal Services	Byron Jones
Director, Pupil Services	Susan Roberts
Director Student Support and School Safety	Brad Benioff
Director, Preschool Education	Kim Gregorchuk
Program Specialist	Jennifer Golden
Lead Instructional Tech Specialist TOSA	Cori Orlando
Instructional Tech Specialist, TOSA	Jackie Longo
Coordinator of Curriculum Programs TOSA	Ellen Chevalier
Senior Accountant	Julie Townsend
High School Counselors	Javier Licea
	Janet Svoboda
	Caitlin Katz
	Jenny Charrett
	Andrea Lanter
Middle School Counselors	Dianne Large
	Stephanie Perez
	Cyndi Smilor
Jeremy Rogers	OVHS, OPIS Counselor
Elementary Counselors	Valeria Fuentes
	Samantha King Eglit
	Alana Schulman
District Nurse	Allie LeVine
Oak Park Teachers Association (OPTA), President	Russ Peters
Oak Park Classified Association (OPCA), President	Virginia Standring
Legal Counsel	Fagen Friedman & Fulfrost
	6300 Wilshire Blvd.
	Suite 1700, LA, CA 90048
	(323) 330-6300
	James Fernow, Partner
	Christy White Accountancy
	2727 Camino Del Rio South
	Suite 219, San Diego, CA
	92108
	(619) 270-8222
Auditor	Christy White, CPA, President

WHO'S WHO IN OAK PARK AND VENTURA COUNTY

Supervisor Linda Parks

Ventura County District 2
625 W. Hillcrest Drive, Thousand Oaks, CA 91360,
805-214-2510
linda.parks@ventura.org

Assemblywoman Jacqui Irwin

44th Assembly District
2301 E. Daily Drive, Suite 200, Camarillo, CA 93010
805-482-1904
assemblymember.irwin@assembly.ca.gov

Senator Henry Stern

27th Senate District
5016 N. Parkway Calabasas, Suite 222, Calabasas, CA 91302
818-876-3352

U.S. Representative Julia Brownley

26th Congressional District
223 E. Thousand Oaks Boulevard, Suite 411, Thousand Oaks, CA 91360
805-379-1799

Rancho Simi Recreation and Park District

1692 Sycamore Drive, Simi Valley, CA 93065
818-865-9304
Bryan McQueen, Oak Park Community Center
Dan Paranick, General Manager

Oak Park Municipal Advisory Council

Chair, Jane Nye
Contact Vanise Terry - Vanise.Terry@ventura.org

Oak Park Education Foundation

Scott Star, Chair
info@oakparkeducationfoundation.org

Community Foundation of Oak Park

Alon Glickstein, Chair, Jerry Clebanoff, Vice-Chair
info@OakParkFoundation.org

SCHOOL BOND PROGRAMS

Measure S

Measure S was passed in November 2016 and is a \$60 million bond limited in scope to pay for facilities, technology, and equipment. The tax rate is projected as \$60 per \$100K of assessed valuation. As of August 13 of the \$32,310,000 fund issued so far \$28,373,944.91.

Measure R

Measure R was passed by Oak Park voters in 2008 and was a \$29.5 million facilities repair and modernization program. The proceeds from this bond have been used to replace roofs, paint, repair, and generally upgrade the existing facilities to ensure that they are safe and modern. The tax is \$52.90 per \$100K of assessed valuation. All Measure R funds have been exhausted.

Measure C6

Measure C6 was passed in 2006 and was a \$17.5 million bond limited in scope to pay for technology and equipment. It funded one of the most comprehensive programs in educational technology innovation in any California school system. The tax is \$20.30 per \$100K of assessed valuation. All Measure C6 funds have been exhausted.

EFFECTIVE GOVERNANCE

School district governance creates and maintains the framework through which high-quality leadership can be exercised throughout the educational system. An effective governance team is one that transforms the beliefs and values of the community into goals and policies that direct the community's schools.

The board and superintendent working together as a governance team, serve to lead the district to achieve the desired goals. Their actions embody the basic characteristics and behaviors that enable each governance team member to work with the others to effectively create a climate for excellence in the school district and maintain a focus on student learning and achievement. This is accomplished by:

- Maintaining a unity of purpose
- Agreeing upon and governing within appropriate roles
- Creating and sustaining a positive governance culture
- Creating a supportive structure for effective governance
- Ensuring accountability to the students, parents, teachers, staff, and community

Responsibilities of the Board

Set the direction for the community's schools

- Keep the District focused on learning, achievement, and wellbeing for all students
- Generate, review and revise direction setting documents (moral imperatives, vision, priorities, strategic goals, success indicators, budget, and LCAP)
- Ensure that the established direction and goals are the driving force for all district efforts

Establish an effective and efficient structure for the school district

- Employ, support, and work collaboratively with the Superintendent and recognize the distinct roles of each
- Establish a human resources framework that includes policies for hiring and evaluating personnel

- Establish a framework for the district's collective bargaining process and adopt responsible agreements
- Oversee the development of and adopt district policies and keep them up to date
- Set the direction for and adopt the curriculum
- Establish budget priorities that reflect the district's vision and goals, adopt a fiscally responsible annual budget that supports the LCAP, and regularly monitor the fiscal health of the District
- Oversee facilities issues and ensure that a safe and appropriate educational environment is provided to all students

Provide support through our behavior and actions

- Operate openly, with trust and integrity
- Govern within Board adopted policies, procedures, and norms
- Act with professional demeanor that models the district's beliefs and vision, treating everyone with civility and respect
- Support staff implementation of Board direction and policy
- Ensure a positive working climate exists
- Be knowledgeable about district efforts and issues
- Keep private information private, and stay within accordance with the Brown Act
- Conduct announced school site visits and attend special events

Ensure accountability

- Hire, support and collaborate with the superintendent so that the vision, goals, and policies of the district can be implemented.
- Conduct regular and timely evaluations of the superintendent based on the vision, goals, and performance of the district, and ensure that the superintendent holds district personnel accountable
- Monitor, review and revise policies to ensure consistency with the law and the District's vision and goals
- Serve as a judicial and appeals body or appoint others to serve in that capacity
- Monitor student achievement and program effectiveness
- Monitor and adjust district finances
- Monitor the collective bargaining process
- Take collective responsibility for the Board's performance and periodically evaluate its own effectiveness
- Take collective responsibility for all board actions

Act as community leaders

- Speak with a common voice about the district vision, direction, priorities, goals, and issues
- Engage and involve the community in district schools and activities
- Ensure opportunities for the diverse range of views in the community to inform board deliberations.
- Communicate clear information about policies, programs, and fiscal condition of the district
- Work with individuals and groups within our community to maintain the common good
- Educate the community and the media about the issues facing students, the district, and public education
- Advocate for children, district programs, and public education to the general public, key community members, and local, state, and national leaders

Responsibilities of Individual Trustees

Authority is granted to the board as a whole, not each trustee individually; therefore, the board along with the superintendent must work together to make decisions that best serve all students. As such, each Trustee must:

- Keep learning and achievement for all students as the primary focus
- Value, support, and advocate for public education
- Recognize and respect differences of perspective and style on the board and among staff, students, parents, and community
- Act with dignity, and understand the implications of demeanor and behavior
- Keep confidential matters confidential
- Commit the time and energy necessary to be an informed and effective leader.
- Understand the role and responsibility of the Board
- Understand that authority rests with the board as a whole and not with individual Trustees
- Work to build and sustain an effective governance team

Recommended Reading

- Davis Campbell and Michael Fullan, The Governance Core, School Boards, Superintendents and Schools Working Together (2019)
- Nancy Wlaser, The Essential School Board Book, Better Governance in the Age of Accountability (2008)

Structure, Protocols, and Norms

The Board's effectiveness is enhanced through the establishment of structure, protocols, and norms that define how board members and the Superintendent will operate within the governance team. This section will explicitly define governance principles, mutually agreed upon expectations, and specific processes under which the team will operate.

BOARD MEETING AGENDAS

Agendas for all regularly scheduled board meetings will be available to the board 10 days prior to the board meeting and to the public 72 hours before a meeting (as required by law).

Agendas for other meetings will be distributed as required by law and board policy.

Supporting materials should be distributed in conjunction with the agenda, or as soon as practical.

Trustee Requests for Agenda Items

Trustees should send requests for agenda items to the Board President and copy the Superintendent. Alternatively, future agenda topics can be discussed at the end of any regularly scheduled Board meeting.

Trustee Requests for Information

All requests for information should be directed to the Superintendent. The Superintendent will then forward that request to the appropriate staff member. The staff member will then respond to the Superintendent, and the Superintendent will determine whether the response (and the initial request) should be sent out to all Trustees.

If the request is overly time consuming or inappropriate, the Superintendent and Board President will

discuss the issue with the requesting Trustee and they will jointly determine whether to move forward with the request.

If a Trustee contacts a staff member directly, the staff has been instructed to route all such requests back to the Superintendent.

If a Trustee is working directly with a staff member as part of a committee or special project, then requests for information pertaining to the committee or project can be sent directly to the staff member, with notification to the superintendent, taking special care to stay within the bounds of an individual trustee.

SCHOOL VISITS

Visiting schools is a reminder to trustees that students and their learning are the primary focus of a trustee's work. These visits provide invaluable insight into how Board policy is implemented at the school site level. Each trustee should have knowledge of each school site and its programs through visits and other forms of communication to ensure that progress towards district goals is being made. School visits also show appreciation and support for the staff's work.

To visit a school, Trustees should contact the individual school's principal, and give notice to the Superintendent, ahead of time to arrange a visit. If possible, trustees will visit sites together to reduce the amount of disruption in the classroom. Trustees should always be cautious about interrupting the learning environment. Teachers will understand that they do not need to interrupt a lesson when a trustee visits a classroom.

Trustees should avoid showing up at a school site unplanned and unannounced.

Attending School Events and District Functions

Trustees should strive to attend school events and district functions whenever possible. Being present at events is an easy way to lend support to the district, administrators, staff, and students. It also allows a Trustee to see first-hand what is happening at the schools and to observe how the programs that have been implemented are supporting district goals. Finally, it is a great way to keep in touch with the Oak Park community.

Badges

- Badges should be worn by school board members whenever on school site campuses and should at all times be readily available to school board members, as this will provide access to school sites in the event of an emergency

Responding to Community Concerns

Whether responding to a complaint from a parent, a concern from a community member, or an issue from a teacher or student, it is critically important that a Trustee keep these items in mind:

- An individual trustee has no authority. All decision-making authority rests with the board as a whole.
- A Trustee has no operational role in the school district
- Confidential matters must be kept confidential (by law)

With these three items in mind, a Trustee must respond to questions from the community with understanding, honesty, and integrity.

When someone brings a concern to the Board, we will listen carefully without jumping to any conclusion, and will then direct that individual to the employee in the district most appropriate and able to help them resolve their concern. We will make sure they understand the appropriate order of who to contact (i.e., teacher, then principal, then district staff) and are aware of any formal forms or policies that might assist them. The Superintendent and principal(s) will be copied on correspondence.

This will ensure everyone is treated fairly, equally, and expeditiously and that the processes and procedures of the district are upheld. It will also clarify that one Board member has no individual authority to fix a problem. As a representative of the public, it is important that the Board member invite the person with the complaint to ultimately get back to him or her if the issue is not resolved.

Responding to Email

If an email is sent to all board members and the superintendent, the Superintendent or Board President will respond to the sender within 24 hours, when possible

If an email is sent to all board members and not the superintendent, the board president will forward to the superintendent and notify the sender that this has been done. The Superintendent or Board President will then respond to the email within 24 hours, when possible

If an email is sent to some board members but not all, the superintendent will forward the email to the missing trustee(s).

Serving on Committees

Each Trustee is required to sit as a member (or act as an alternate) on any number of school or community committees. The assignment to these committees will occur at the annual organizational meeting in December. Serving on committees shall always comply with Board Policy BB-9130.

Meeting with Superintendent

Each Trustee should feel comfortable contacting the Superintendent to discuss any district issue. The Trustee can call the Superintendent to make an appointment to discuss the issue either in person, over the phone, or virtually. Additionally, any Trustee may set up a scheduled recurring (e.g.: weekly) meeting with the Superintendent to discuss any issues.

BOARD MEETING MANAGEMENT

We understand that Board meetings are meetings of the Board held in public, not open forum town hall meetings. We will keep this in mind as we conduct our meetings, allowing the public to provide input at the time allotted to ensure the multiple voices of the community inform Board deliberations.

However, when the Board deliberates, it will be a time for the Board to listen and learn from each other, taking public input into consideration, not a time to re-engage with the public.

We will consistently abide by our formal processes relating to this issue so that all persons are treated fairly and equally. We will review our policies, bylaws, and protocols relating to Board meeting management (e.g., time limits on input from members of the public), revising or reaffirming them as appropriate.

BOARD ROLES

Board President

- Fosters an environment of communication by promoting a culture of open, transparent communication.
- Prepares the Board agendas with the Superintendent.
- Chairs the Board meetings ensuring that the community members as well as all board members have opportunities to participate, and facilitates effective deliberation.
- Serves, in collaboration with the superintendent, as the official media contact for the Board.
- Serves as a negotiator for the Superintendent contract.

Board Vice-President

- Chairs the Board Meeting if the President is not available.
- Will assume the role of President should the Board President not be able to continue their term.

The Board Clerk

- When required by law:
 - Certifies actions taken by the Board
 - Signs approved Board meeting minutes
 - Signs documents on behalf of the Board

All Trustees

- Make a concerted effort to attend and be prepared for all regular and special board meetings
- Understand and provide support for district goals
- Maintain a working knowledge of board policies
- Strive to keep current with
 - Local, State and Federal issues dealing with Public Education
 - Issues, processes, and legislation relating to the education system
 - The processes of funding for Public Schools
- Attend and/or Complete the following (when applicable and funding allows)
 - New Board Member Workshop
 - CSBA's Masters in Governance Program
 - Board President's Workshop
 - Annual CSBA conferences
 - Take advantage of any free seminars or webinars that are offered

GOVERNANCE CALENDAR

Items in red are legal timelines

July

- Board Retreat (Review Moral Imperatives and District Goals, Governance Handbook, Board Self Evaluation, Board Goals) **(Board and Cabinet)**

August

- School Begins
- Report from Facilities - Summer Work Update **(M&O)**
- Ratification of Summer Contracts **(Business)**
- **Summer layoff deadline Aug 15 if needed (HR)**
- Declaration of Need for Qualified Educators **(HR)**
- Approve Quarterly Williams Report **(C&I)**
- Attend Back to School Nights **(Board and Cabinet)**
- Student Board Representative starts **(Board)**
- Approve Board Meeting Schedule for School Year **(Board)**
- Deadline to file for School Board candidacy (even years only) **(Board)**
- Approve Moral Imperatives, Goals & Action Plans **(Board and Cabinet)**
- Approve Board Governance Handbook and Board Goals **(Board)**
- Set/Review Superintendent goals **(Board & Superintendent)**

September

- Report from Technology – Summer Work Update **(Tech) and Technology plan**
- **Approve Unaudited Actual Revenues and Expenditures (Business)**
- **Approve GANN limit Resolution (Business)**
- Approve Instructional Minutes **(Business)**
- **ARP ESSER III Expenditure Plan (Business)**
- Extended Care Presentation **(Club OP)**
- Receive and approve Special Education NPS/NPA contracts **(SpEd)**
- Approve District of Choice Annual Report **(Student Support & School Safety)**
- Approve resolution regarding the sufficiency of textbooks **(C&I)**
- Quarterly Report on number of students earning a D/F **(C&I)**
- Expanded Learning Opportunities Plan/LCAP Quarterly Update **(C&I)**
- Annual Teacher Assignment Report **(HR)**

October

- Report from Facilities - Summer Work Update **(M&O)**
- Receive CAASPP Testing Results and Dashboard Local Indicator Update **(C&I)**
- Review Math Placement Data **(C&I)**
- Approve Quarterly Williams Report **(C&I)**
- Approve School Calendar **(Board, HR, Communications)**
- Approve Classified Holiday Calendar **(Board, HR, Communications)**

November

- Approve DOC Resolution **(Student Support & School Safety)**
- Facilities Status Report - to be provided in Friday Notes **(M&O)**

- **Select Date of Annual Organization Meeting** (at regular meeting at least 15 days before) (Board)
- Review annually policies Per Ed Code 35160 (Board & Cabinet)
 - o BP 6145 - Extracurricular and Cocurricular Activities
 - o BP 5116.1 - Intradistrict Open Enrollment

December

- **Board Organizational Meeting** (to be held within 15 days after the second Friday) (Board)
- **Approve Board Meeting schedule for fiscal year** (Board)
- **Approve Certification of signatures** (Board, Admin)
- CSBA Annual Education Conference (Board & Superintendent)
- **First Interim Financial Report & Budget Update** (Business)
- Expanded Learning Opportunities Plan/LCAP Quarterly Update (C&I)
- District of Choice applications are due by December 31 (Student Support & School Safety)
- **Approve District of Choice Enrollment Capacity** (Student Support & School Safety)

January

- **Approve External Auditors Reports of District's Finances** (Business)
- **P1 Attendance Report** (Business)
- Report from Facilities - Summer Work Update (M&O)
- Approve Quarterly Williams Report (C&I)
- **2021-22 LCAP Annual Update and Budget Overview for Parents (before Feb 28)** (C&I)
- Semester Report on number of students earning a D/F (C&I)
- **Approve District of Choice Resolution Space Availability Resolution** (Student Support & School Safety)
- Conduct District of Choice Lottery if needed (Student Support & School Safety)
- Staff Welcome Back (Board)
- Mid-year review of Moral Imperatives and Goals & Superintendent goals (Board)

February

- Selection of Independent Auditors (Business)
- Receive Physical Fitness Results (C&I)
- RWW Presentation (C&I)
- Approve SARCs (C&I, HR)
- **Reduction or Discontinuing Particular Kinds of Services (RIF) Notices due by March 15** (HR)
- **Approve Safe School Plans due by March 1** (Student Support & School Safety)
- Nominate CSBA Delegate Assembly candidates (Board)

March

- **Second Interim Financial Report & Budget Update** (Business)
- Approve Single Plan for Student Achievement (C&I)
- LCAP Community Stakeholder Engagement (C&I)
- BrightBytes Data and Technology Update (C&I)
- Approve School Handbooks & Disciplinary Plans (C&I)
- Quarterly Report on number of students earning a D/F (C&I)
- Expanded Learning Opportunities Plan Quarterly Update (C&I)
- Superintendent Evaluation - Board Discussion (Board)
- **Form 700-filing (Before April 1)** (Board, Cabinet, Principals, Directors)

April

- Report from Facilities - Summer Work Update **(M&O)**
- Approve Quarterly Williams Report **(C&I)**
- Present LCAP Community Stakeholder Engagement Data **(C&I)**
- Presentation on SKTF Data/Counseling Social-Emotional Wellness **(Student Support & School Safety)**
- Diversity and Equity Annual Update **(Student Support & School Safety)**
- **Final layoff deadline May 15 (hold special meeting in May if needed to meet deadline)(HR)**
- Present Superintendent's Evaluation **(Board)**
- Renew Superintendent's contract (if needed) (Moved from June)**(Board)**
- Renew Assistant Superintendent's contract (if needed)**(Board)**
- Attend Open House **(Board)**

May

- Receive OPCOC Report **(Business)**
- **P2 Attendance Report (Business)**
- Receive Annual District of Choice Report **(Student Support & School Safety)**
- Review and Discuss Draft LCAP for next school year **(C&I)**
- Special Board Meeting - Marie Panec Awards/Retiree Recognition **(Board, HR, Communications)**
- Attend Open House **(Board)**
- Staff Appreciation **(Board & Superintendent)**
- Recognition of Outgoing Student Board Member **(Board)**
- School Ends/Attend Graduations **(Board & Cabinet)**

June

- **Budget and LCAP Study Session and Hearings (Business/C&I)**
- **Adopt the budget and LCAP (prior to June 30) (Business/C&I)**
- **Adopted LCAP and Budget to be sent to COE (Business/C&I)**
- **Resolutions for Year-end Transfers (Business)**
- Approve EPA Spending Plan **(Business)**
- Report from Facilities - Summer Work Update **(M&O)**
- Extended Care Presentation with Financials **(Business & ClubOP)**
- Food Service Report - In Friday Notes **(Child Nutrition/Business)**
- **P-Annual Attendance Report (Business)**
- **Consolidated Application for Categorical Aid Programs (C&I)**
- Semester Report on number of students earning a D/F **(C&I)**
- Expanded Learning Opportunities Plan Quarterly Update **(C&I)**
- Rescind RIF **(HR)**
- **Approve Certification of Signatures (Board)**
- Approve CSBA Membership **(Board)**

TO: BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
SUBJECT: B.4.d. REVIEW, AMEND, AND APPROVE 2021-2022 MORAL IMPERATIVES AND GOALS

ACTION

ISSUE: Shall the Board of Education review, amend and approve the 2021-2022 Moral Imperatives and District Goals?

BACKGROUND: On July 25, 2021 at the Board Retreat, the Board of Education reviewed and amended the 2021-2022 Moral Imperatives and Goals. The Leadership Team has reviewed them and at this time, the Board will review and revise as needed. The Moral Imperatives and Goals are included for the Board's review.

FISCAL IMPACT: None

BOARD POLICY: Pursuant to Board Policy 0200 Goals of the District - As part of the Governing Board's responsibility to set direction for the school district, the Board shall adopt long-term goals focused on the achievement and needs of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, priorities, and moral imperatives.

Pursuant to Board Bylaw 9005 Governance Standards – The Board members shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the district focused on learning and achievement for all students
2. Communicate a common vision
3. Operate openly, with trust and integrity

GOAL: In support of Board of Education Goal - The board and superintendent working together as a governance team, serve to lead the district to achieve the desired goals. Their actions embody the basic characteristics and behaviors that enable each governance team member to work with the others to effectively create a climate for excellence in the school district and maintain a focus on student learning and achievement. Every year the Board meets and develops Goals for the upcoming year.

ALTERNATIVES: 1. Approve the amended 2021-2022 Moral Imperatives and District Goals.
2. Do not approve the amended 2021-2022 Moral Imperatives and District Goals.

RECOMMENDATION: At Board's discretion.

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Approve the amended 2021-2022 Moral Imperatives and District Goals

Page 2

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

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



OPUSD MISSION AND MORAL IMPERATIVES

The mission of OPUSD is to provide students with a strong foundation for learning which meets the challenge of the present and future through quality education which includes academic achievement, personal growth, and social responsibility. By continuously collaborating with students, parents, staff, and the broader community, OPUSD is committed to the following Moral Imperatives, whether in a traditional, alternate or virtual setting to achieve our mission:

- 1. TEACHING AND LEARNING: *All students can exceed California State Standards, become lifelong learners, and reach their potential.***
 - We provide equitable learning opportunities that are authentic, personally meaningful, and incorporate critical thinking, communication, creativity, and collaboration.
 - We create a diverse and inclusive environment for student learning that is safe, balanced, and nurturing.
 - We encourage students to be independent thinkers, producers, and innovative problem solvers who explore, create, discover, and reflect.
 - We ensure that our programs address the well-being of the whole child, including nutrition, physical fitness, stress management, mental health, athletics, and other extracurricular activities.
 - We utilize technology in a well-thought-out manner so that students learn to be responsible, judicious, and effective users of information, media, and technology.
 - We embrace all students' strengths and abilities, encouraging a growth mindset and recognizing progress as well as achievement.
- 2. MORAL CHARACTER: *All students can grow to be compassionate and creative global citizens.***
 - We recognize, embrace, and learn from the diversity, perspectives, and abilities that students and staff bring to our learning community.
 - We foster character development, model ethical and compassionate behavior, and encourage social and environmental responsibility, civility, service, and global stewardship.
 - We support and promote students' uniqueness, helping build confidence and cooperation.
 - We require that our learning community acts with integrity, respects their own intellectual and creative work as well as that of others, and demonstrates honesty in their academic endeavors.
- 3. ORGANIZATION AND SHARED LEADERSHIP: *OPUSD's success depends on the support of all of our stakeholders, self-reflection, and a culture of continuous improvement.***
 - We encourage teachers to be leaders and support their innovation.
 - We cultivate a work environment where the skills, expertise, commitment, and morale of all staff is valued and recognized.
 - We expect and empower all OPUSD staff members to accept personal responsibility for student success.
 - We work with employee organizations to promote positive morale, to jointly and respectfully solve problems, and to be a model of a professional and collaborative working relationship.
 - We actively engage parent organizations, the Oak Park Education Foundation, and community stakeholders in ongoing and dynamic communication.
- 4. FINANCE, BUDGET, AND FACILITIES: *OPUSD must conduct school district business with integrity.***
 - We operate efficiently, effectively, and with transparency.
 - We maximize the safety and security of all those within our facilities and on our grounds.
 - We maintain a balanced budget that supports our values, mission, Moral Imperatives, LCAP, bond master plan, and reflects our goals.
 - We ensure that our resources are thoughtfully and equitably utilized to support our priorities and long-term infrastructure needs.



OAK PARK UNIFIED SCHOOL DISTRICT (OPUSD) GOALS 2021-2022

These goals have been developed taking into consideration the current LCAP, Expanded Learning Opportunities Grant Plan (ELO), Challenge Success recommendations and survey results, Healthy Kids Survey results, Bright Bytes survey results, staff and parent survey results, high school WASC Action Plans, Measure S Plan, District committee work, and OPEF and PTO Council discussions, and are aligned with the District's mission and Moral Imperatives.

1. Return to a full-time, in-person instructional model.

- a. Promote and adhere to state and county health guidelines to ensure a safe environment for all students, teachers, staff, and families.
- b. Provide multi-tiered systems of support to all students, especially students not performing at grade level, based on student assessment data gathered at the beginning of the school year and at multiple points during the school year.
- c. Develop written plans with site leaders and counseling staff using evidence-based strategies to support social-emotional well-being of students as they transition back to on-campus learning.
- d. Ensure availability of quality resources, technology support, and professional development to staff.
- e. Provide expanded on-campus learning opportunities for our students beyond school hours.
- f. Implement the OPIS Virtual program to serve students with pandemic-related health needs.
- g. Continue to be sensitive to and supportive of the challenges of teaching and learning during the pandemic.
- h. Continue evaluating contingency plans to ensure continuity of learning during unexpected classroom or school closures.

2. Strengthen the Climate of Care and School Connectedness at all OPUSD schools.

- a. Each school site will develop a plan to articulate the Climate of Care with measurable outcomes to ensure all students feel valued, honored, and connected to their school.
- b. Ensure that our schools appreciate, celebrate, and provide equitable opportunities for all students.
- c. Support and follow-up on recommendations from May 7, 2021, Collective Equity Final Report and continue the work of Diversity and Equity Task Force.
- d. Evaluate and improve processes for student access to counselors including increased academic and college counseling.
- e. Maintain our relationship with Challenge Success at MCMS and OPHS and explore expansion of this program.
- f. Continue expanding alternative credits, summer school opportunities, flexible scheduling, availability/accessibility of advanced placement classes, and blended and dual enrollment opportunities while maintaining the integrity of our instructional program.
- g. Collaborate with local business/leaders, families, and community groups to implement internships, mentorship, and other programs that provide additional career-related opportunities for students.
- h. Maintain the increased level of daily cleaning/sanitizing as required, as well as completing both routine and deferred maintenance.
- i. Continue to provide opportunities for self-care for all employees.
- j. Continue to work on disaster preparedness plans and drills (earthquake, fire, lockdowns, shelter-in-place, evacuations, etc).

3. Inform and prepare students for college and career success.

- a. Provide innovative and differentiated instruction for all students through quality professional development, utilizing evidence-based materials and practices, and ensuring alignment with state standards and across school sites.
- b. Partner with and inform teachers, students, and parents with frequent formative and summative assessments.
- c. Provide curriculum information, and clearly delineated standards and expectations on our website.



- d. Evaluate and align our math pathways and curriculum using student data, course enrollment data, results from the UCLA Curtis Center, staff and family feedback, and evidence-based strategies tailored to our demographics.
 - Ensure equity of access to UC/CSU math requirements.
 - Focused interventions for students with math skill gaps at the middle school and the high school.
- e. Deepen student learning through nature-based experiences and environmental stewardship in the instructional program, to foster creativity, play, and experiential and inquiry-based learning.
- f. Increase the number of OPHS students recognized with the Seal of Civic Engagement, Seal of Biliteracy, and Green Cords.
- g. Increase the number of CTE courses offered and the number of Career Pathway completers.

4. Engage staff more deeply in shared-decision making and enhance communications to engage, inform and educate all stakeholders.

- a. Conduct ongoing outreach (surveys, Doodle polls, etc) to stakeholders for feedback on a variety of matters and communicate feedback in a timely manner
- b. Implement District-wide Communication Plan that includes a weekly communication for all stakeholders and district committee updates/summaries.
- c. Expand teacher leadership opportunities.
- d. Develop an application process and conduct outreach for district-wide committees to ensure greater access and breath of participation for those interested in serving.

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

- a. Provide engaging extracurricular activities to enhance student connectedness, including the arts and an intramural sports program.
- b. Provide opportunities to a wide segment of the school population with the goal of meeting equity guidelines.
- c. Explore the Positive Coaching Alliance (PCA) to support our advisors, coaches, student-athletes, and their families to further enhance the school's climate of care.
- d. Partner with the YMCA to launch an aquatics program at OPHS.
- e. Identify and address upgrades/improvements to our athletic fields and the Pavilion. Evaluate and improve equitable access to all school facilities.
- f. Develop connections between CTE Pathways and the arts.

6. Use resources responsibly to maintain a balanced budget this year and in subsequent years.

- a. Utilize the LCAP and ELO plan to provide a high-level educational experience, in addition to social-emotional and counseling support for our students.
- b. Continue to explore ways to attract and retain students from Oak Park to address the trend of declining enrollment.
- c. Ensure Club Oak Park, nutrition services, and the preschool are fiscally self-sustaining.
- d. Develop and deliver quarterly progress reports on LCAP and ELO fund usage.
- e. Assess Measure S Master Plan to appropriately allocate funds in alignment of district goals and moral imperatives.
- f. Develop a multi-year fiscal plan to ensure sufficient funding for the Technology Master Plan.
- g. Assess facility and human resources capacity for potential universal transitional kindergarten.
- h. Balance an increase to our reserve for economic uncertainties with the need to provide a high-quality education for our students.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
**SUBJECT: B.5.a. APPROVE ADOPTION OF NEW BOARD POLICY AND
DELETION OF ADMINISTRATIVE REGULATION 3110 - TRANSFER
OF FUNDS**

ACTION

ISSUE: Should the Board of Education approve adoption of new Board Policy and deletion of Administrative Regulation 3110 - Transfer of Funds?

BACKGROUND: Board Policy 3110 added and Administrative regulation deleted since the material from the regulation is now incorporated into Board Policy. Board Policy added to reflect NEW LAW (SB 98, 2020) which authorizes, for the 2020-21 and 2021-22 fiscal years if the state defers any payments owed to districts, the temporary transfer of up to 85 percent of the maximum amount held in any fund or account for the payment of obligations. Item #4 revised to clarify requirements for transfers from special reserve funds for capital outlay or other purposes into the general fund for general operating purposes of the district. Board Policy 3110 is being submitted with recommended language from CSBA.

ALTERNATIVES:

1. Approve adoption of new Board Policy and deletion of Administrative Regulation 3110 - Transfer of Funds as first and final reading.
2. Approve adoption of new Board Policy and deletion of Administrative Regulation 3110 as first reading.
3. Do not approve adoption of new Board Policy and deletion of Administrative Regulation 3110.

RECOMMENDATION: Approval of Alternative #1.

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

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

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

OAK PARK UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

Series 3000

Business and Non-Instructional Operations

BP 3110(a)

Transfer Of Funds

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. 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. (Education Code 42600)
2. 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. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid 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. (Education Code 42603)

For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year 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. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)

3. 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. (Education Code 42601)
4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)
5. Transfer monies between other funds or accounts when authorized by law.

Adopted: 8-17-2021

OAK PARK UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

Series 3000 ————— *Business and Non-Instructional Operations* ————— *AR 3110(a)*

Transfer Of Funds

~~Transfers may be made from the designated fund balance or the unappropriated fund balance to any expenditure classification or between expenditure classifications by the Governing Board on adoption of a resolution by a majority vote.~~

~~The resolution must be filed with the County Superintendent of Schools and the county auditor. (Education Code 42600)~~

End-of-the-Year Procedures

~~At the close of the school year, the Superintendent or designee may, with Board approval, identify and request the County Superintendent of Schools to make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s) or balance any budget expenditure classifications as necessary to permit the payment of obligations incurred by the district during that school year. (Education Code 42601)~~

Temporary Transfers Between Classifications

~~The Board may direct that monies held in any fund or account may be temporarily transferred from one or more of these accounts to another fund or account to be used for the payment of obligations of the district, with limitations as set by Education Code 42603. The transfer shall be accounted for as temporary borrowing and shall not be available for appropriation or be considered income to the borrowing fund or account. (Education Code 42603)~~

Special Reserve Funds

~~Upon resolution of the Board, a special reserve fund may be established for such purpose(s) as specified in the resolution. A copy of the resolution shall be filed with the County Superintendent of Schools, as well as the county auditor and treasurer. As necessary, the Board may amend the resolution to specify additional purposes or to withdraw any previously designated purpose. (Education Code 42841)~~

~~The Board may expend the money in the special reserve fund for capital outlay for the purpose specified in the resolution. In addition, unless encumbered for ongoing expenses, the Board may expend money in the fund for the general operating purposes of the district. Any money in a special reserve fund that is maintained for purposes other than capital outlay must be transferred into the district's general fund before it is expended. (Education Code 42842)~~

OAK PARK UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

Series 3000 ————— *Business and Non-Instructional Operations* ————— *AR 3110(b)*

Deferred Maintenance Funds

~~Funds deposited in the district's deferred maintenance fund may be received from any source and shall only be expended for maintenance purposes as provided for in Education Code 17582(a). (Education Code 17582)~~

~~Upon resolution of the Board, excess local funds deposited in the deferred maintenance fund may be transferred to other expenditure classifications when state funds provided pursuant to Education Code 17584 and 17585 are insufficient to fully match the local funds. The resolution shall be approved by a two-thirds vote of the Board and filed with the County Superintendent of Schools and the county auditor. (Education Code 17583)~~

State School Building Funds

~~The Board shall transfer to the district state school building fund all funds which are required to be expended for the project for which the apportionment was made. (Education Code 16095)~~

Legal Reference:

EDUCATION CODE

~~78 Definition governing board~~

~~5200 Districts governed by boards of education~~

~~16095 Transfer of district funds to district state school building fund~~

~~17582 Deferred maintenance fund; establishment; purpose~~

~~17583 Deferred maintenance fund; transfer~~

~~17584 Budgeting certification deferred maintenance fund; apportionment~~

~~17585 Applications for deferred maintenance funding~~

~~41301 Section A state school fund allocation schedule~~

~~42125 Designated and unappropriated fund balances~~

~~42600 District budget limitation on expenditure~~

~~42601 Transfers between funds to permit payment of obligations at close of year~~

~~42603 Transfer of monies held in any fund or account to another fund; repayment~~

~~42840-42843 Special reserve fund~~

~~52616.4 Expenditures from adult education fund~~

Adopted: 1-11-78

Amended: ~~2-7-84, 5-2-89, 9-17-02~~

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
**SUBJECT: B.5.b. APPROVE AMENDMENT TO BOARD POLICY AND
ADMINISTRATIVE REGULATION 3230 – FEDERAL GRANT FUNDS**
ACTION

ISSUE: Should the Board of Education approve amendment to Board Policy and Administrative Regulation 3230 – Federal Grant Funds?

BACKGROUND: Board Policy 3230 updated to reflect NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506), effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"). Policy reflects an amendment to the Uniform Guidance which extends the timeframe for submitting the final performance report from 90 to 120 calendar days after the ending date of the grant. Regulation updated to reflect NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506), effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Uniform Guidance. Regulation reflects amendments to the Uniform Guidance which (1) extend the timeframe for paying all obligations of federal funds from 90 to 120 calendar days after the end of the funding period; (2) require districts to give a preference to the purchase, acquisition, or use of goods, products, or materials from the United States as practicable; and (3) increase the threshold for "micro-purchases" and "small purchases" that qualify for simplified procurement procedures. Regulation also adds the requirement to provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. Section on "Personnel" revised to (1) add the district's responsibility to check employee records and ensure that the charges are accurate, allowable, and properly allocated and (2) clarify the documentation requirements for employees whose salary is paid with state or local funds but is used to meet a cost-sharing or matching requirement of the federal grant. Board Policy 3230 is being submitted with recommended language from CSBA.

ALTERNATIVES:

1. Approve amendment to Board Policy and Administrative Regulation 3230 – Federal Grant Funds as first and final reading.
2. Approve amendment to Board Policy and Administrative Regulation 3230 – Federal Grant Funds as first reading.
3. Do not approve amendment to Board Policy and Administrative Regulation 3230 – Federal Grant Funds.

RECOMMENDATION: Approval of Alternative #1.

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

BOARD OF EDUCATION MEETING, AUGUST 17, 2021

Approve amendment to Board Policy and Administrative

Regulation 3230 – Federal Grant Funds

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

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

OAK PARK UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

Series 3000

Business and Non-instructional Operations

BP 3230(a)

Federal Grant Funds

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 72 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

~~(cf. 3100—Budget)~~

2. Accurate, current, and complete disclosure of the financial-and-performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327328 and 200.328329

~~(cf. 3460—Financial Reports and Accountability)~~

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income, and interest

~~(cf. 1340—Access to District Records)~~

~~(cf. 3580—District Records)~~

4. Effective controlscontrol over and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305

OAK PARK UNIFIED SCHOOL DISTRICT

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Business and Non-instructional Operations

BP 3230(b)

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

~~(cf. 3400—Management of District Assets/Accounts)~~

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

~~(cf. 3270—Sale and Disposal of Books, Equipment and Supplies)~~

~~(cf. 3440—Inventories)~~

~~(cf. 3512—Equipment)~~

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

~~(cf. 4131—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

The district shall submit **financial and** performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost-effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted ~~within 90~~ **no later than 120 calendar** days after the ending date of the grant. - (2 CFR 200.301, 200.328, **200.329**)

~~(cf. 0500—Accountability)~~

~~(cf. 6190—Evaluation of the Instructional Program)~~

~~Legal Reference:~~

~~EDUCATION CODE~~

~~42122-42129 Budget requirements~~

~~CODE OF FEDERAL REGULATIONS, TITLE 2~~

~~180.220 Amount of contract subject to suspension and debarment rules~~

~~200.0-200.521 Federal uniform grant guidance, especially:~~

~~200.1-200.99 Definitions~~

~~200.100-200.113 General provisions~~

OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

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BP 3230(c)

~~200.317-200.326 Procurement standards~~
~~200.327-200.329 Monitoring and reporting~~
~~200.333-200.337 Record retention~~
~~200.400-200.475 Cost principles~~
~~200.500-200.521 Audit requirements~~
~~CODE OF FEDERAL REGULATIONS, TITLE 34~~
~~76.730-76.731 Records related to federal grant programs~~
~~CODE OF FEDERAL REGULATIONS, TITLE 48~~
~~2.101 Federal acquisition regulation; definitions~~

Management Resources:

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~California Department of Education Audit Guide~~

~~California School Accounting Manual~~

~~EDUCATION AUDIT APPEALS PANEL PUBLICATIONS~~

~~Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting~~

~~U.S. DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~Questions and Answers Regarding 2 CFR Part 200, March 17, 2016~~

~~WEB SITES~~

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

~~Education Audit Appeals Panel: <http://www.eaap.ca.gov>~~

~~Office of Management and Budget, Uniform Guidance: https://www.whitehouse.gov/omb/grants_does~~

~~State Controller's Office: <http://www.sco.ca.gov>~~

~~System for Award Management (SAM): www.sam.gov/portal/SAM/###11~~

~~U.S. Department of Education: <http://www.ed.gov>~~

~~U.S. Government Accountability Office: <http://www.gao.gov>~~

CSBA recommendation is to remove legal references and cross references from published policies as they are updated.

Adopted: 9-20-16

Amended: 8-17-21

OAK PARK UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

Series 3000

Business and Non-instructional Operations

AR 3230(a)

Federal Grant Funds

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure ~~of federal funds~~ in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the ~~federal grant~~ award. ~~He/she~~ The Superintendent or designee shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

~~(cf. 3350—Travel Expenses)~~

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

~~(cf. 3300—Expenditures and Purchases)~~

~~(cf. 3314—Payment for Goods and Services)~~

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than ~~90~~120 calendar days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. – (2 CFR 200.77, 200.308, 200.309, 200.~~343~~344)

Procurement

~~On or before July 1, 2017, or such later date as may be approved in the Uniform Guidance~~

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards ~~specified~~contained in 2 CFR 200.317-200.~~326~~327 and Appendix II of Part 200 ~~when procuring goods and services needed to carry out a federal grant as well as, and with any more restrictive~~applicable state laws and district policies concerning the bidding or procurement ~~of goods and services. law or district policy that is more~~ restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating

OAK PARK UNIFIED SCHOOL DISTRICT

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Series 3000

Business and Non-instructional Operations

AR 3230(b)

or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold ~~specified~~ established by the district in accordance with 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. - (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

~~(cf. 3311 - Bids)~~

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

~~(cf. 3312 - Contracts)~~

Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available **exclusively** from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)

Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. - Time and materials type contract means a contract ~~whose~~ for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. ~~+~~ (2 CFR 200.328318)

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For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. - (2 CFR 180.220, 200.~~213~~)214)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. - (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. - (2 CFR 200.~~326~~)327)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. - (2 CFR 200.~~42~~, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

~~No~~ Governing Board ~~member~~members, district ~~employee, or~~employees, and other district ~~representative~~representatives shall ~~not~~ participate in the selection, award, or administration of a contract supported by federal funds if ~~he/she has~~they have a real or apparent conflict of interest, such as when ~~he/she~~they or a member of ~~his/her~~their immediate family, ~~his/her~~their partner, or an organization which employs or is about to employ any of them has a financial ~~or other~~ interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

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Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

~~(cf. 9270 - Conflict of Interest)~~

Persons involved in the selection, award, or administration of a contract supported by federal funds shall be subject to discipline for any violation of conflict of interest standards. (2 CFR 200.318)

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project.

Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds, ~~including~~ shall document the amount of time they spend on grant activities. Such records shall be incorporated into the

official records of the district and shall be subject to a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated in accordance with 2 CFR 200.430. (2 CFR 200.430)

Salaries and wages of employees whose salary is paid with state or local funds but ~~is~~ are used to meet a ~~required match~~ cost-sharing or ~~in-kind contribution to a matching requirement of the federal program~~ grant shall ~~document~~ be documented in the ~~amount of time they spend on grant activities.~~ same manner as salaries and wages claimed for reimbursement under a federal grant. (2 CFR 200.430)

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Records

Except as otherwise provided in 2 CFR 200.~~333~~334, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.~~333~~ 334)

~~(cf. 1340—Access to District Records)~~

~~(cf. 3580—District Records)~~

Audits

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. - (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

Adopted: 9-20-16

Amended: 8-17-21

CSBA recommendation is to remove legal references and cross references from published policies as they are updated.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
**SUBJECT: B.5.c. APPROVE AMENDMENT TO ADMINISTRATIVE REGULATION
3311.2 LEASE-LEASEBACK CONTRACTS**

ACTION

ISSUE: Should the Board of Education approve amendment to Administrative Regulation 3311.2 – Lease-Leaseback Contracts?

BACKGROUND: Administrative Regulation 3311.2 updated to (1) include the maximum term for the lease-leaseback contract as specified in law, (2) reflect the requirement for site and plan approval prior to entering into an agreement, (3) add optional language for a board resolution declaring the intent to enter into a lease-leaseback contract, and (4) move evaluation criteria into the list of items that must be included in the request for sealed proposals. Regulation also reflects NEW LAW (AB 2311, 2020) which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements. Administrative Regulation 3311.2 is being submitted with recommended language from CSBA.

ALTERNATIVES:

1. Approve amendment to Administrative Regulation 3311.2 – Lease-Leaseback Contracts as first and final reading.
2. Approve amendment to Administrative Regulation 3311.2 – Lease-Leaseback Contracts as first reading.
3. Do not approve amendment to Administrative Regulation 3311.2 – Lease-Leaseback Contracts.

RECOMMENDATION: Approval of Alternative #1.

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

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

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

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Lease-Leaseback Contracts

The district may lease currently owned district property to any person, firm, or corporation for a minimum of \$1 per year for a term not to exceed 99 years, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code 17403, 17406)

~~(cf. 3280—Sale or Lease of District-Owned Real Property)~~
~~(cf. 3312—Contracts)~~

Before the district enters into such a lease or agreement, it shall have available a site upon which a building may be constructed for use by the district, shall have complied with requirements related to the selection and approval of sites, and shall have prepared and adopted plans and specifications for the building that have been approved in accordance with Education Code 17280-17316. (Education Code 17402)

Procedures for Awarding the Contract

The district's intent to enter into a lease-leaseback contract may be described in a resolution adopted by the Governing Board which includes, but is not be limited to, a description of the available site and the building to be constructed, the amount and term of the lease, and where to obtain information about the procedures for submitting a proposal.

Any lease-leaseback contract shall be awarded through a competitive "best value" procurement process whereby a person, firm, or corporation is selected on the basis of objective criteria for evaluating the qualifications of proposers, with the resulting selection representing the best combination of price and qualifications. (Education Code 17400, 17406)

To make this determination, the district shall use the following procedures: (Education Code ~~17400~~, 17406; Public Contract Code 2600)

1. Request for Sealed Proposals: The Superintendent or designee shall prepare a request for sealed proposals which shall include:
 - a. An estimate of the project's price
 - b. A clear, precise description of any preconstruction services that may be required and the facilities to be constructed
 - c. The key elements of the contract to be awarded
 - d. A description of the format that proposals shall follow and the elements they shall contain

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- e. The standards the district will use in evaluating proposals and the qualifications of the proposers, including:
 - i. Relevant experience
 - ii. Safety record
 - iii. Price proposal, including, at the district's discretion, either a lump-sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district
 - iv. Whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract
 - v. For each scored criterion, the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score
 - vi. Other factors established by the district
 - f. The date on which proposals are due
 - g. The timetable the district will follow in reviewing and evaluating proposals
 - h. A statement that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603
2. Notice: At least 10 days before the date for receipt of the proposals, the Superintendent or designee shall give notice of the request for sealed proposals using both of the following methods:
- a. Providing notice at least once a week for two weeks in a local newspaper of general circulation pursuant to Public Contract Code 20112
 - b. Providing notice in a trade paper of general circulation published in the county where the project is located
- The Superintendent or designee also may post the notice on the district's web site or through an electronic portal.
3. Prequalification: A proposer shall be prequalified in accordance with Public Contract Code 20111.6(b)-(m) in order to submit a proposal. Any electrical, mechanical, and

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plumbing subcontractors shall be subject to the same prequalification requirements.

~~(cf. 3311-Bids)~~

~~4. Evaluation Criteria: The request for sealed proposals shall identify all criteria that the district will consider in evaluating the proposals and qualifications of the proposers, including relevant experience, safety record, price proposal, and other factors specified by the district. The price proposal shall include, at the district's discretion, either a lump sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district.~~

~~The request for sealed proposals shall specify whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract. For each scored criterion, the district shall identify the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score.~~

4. Evaluation of Proposals: All proposals received shall be reviewed to determine whether they meet the format requirements and the standards specified in the request for sealed proposals. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district.
5. Award of Contract: The award of the contract shall be made by the ~~Governing~~ Board to the responsive proposer whose proposal is determined, in writing by the Board, to be the best value to the district.

If the selected proposer refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the second highest best value score, if deemed in the best interest of the district. If that proposer then refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the third highest best value score.

Upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the

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basis of the award. The statement regarding the contract award and the contract file shall provide sufficient information to satisfy an external audit.

6. Rejection of Proposals: At its discretion, the Board may reject all proposals and request new proposals.

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

Skilled and Trained Workforce

Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. ~~(Education Code 17407.5~~ The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17407.5; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

~~Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or~~

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~~improved property during the lease and an appropriate financing component, are included in the agreement.~~

~~(cf. 9124 Attorney)~~

~~Legal Reference:~~

~~EDUCATION CODE~~

~~17400 Definitions~~

~~17406 Lease-leaseback contract~~

~~17407.5 Use of a skilled and trained workforce~~

~~PUBLIC CONTRACT CODE~~

~~20111.6 Prequalification procedures~~

~~20112 Notices~~

~~COURT DECISIONS~~

~~McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)~~

~~Davis v. Fresno Unified School District, (2015) 237 Cal.App.4th 261~~

~~Management Resources:~~

~~WEB SITES~~

~~CSBA: <http://www.esba.org>~~

~~California Association of School Business Officials: <http://www.casbo.org>~~

Adopted: 03-21-2017

Amended: 8-17-2021

CSBA recommendation is to remove legal references and cross references from published policies as they are updated.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
SUBJECT: B.5.d. APPROVE AMENDMENT TO ADMINISTRATIVE REGULATION 3311.3 DESIGN-BUILD CONTRACTS

ACTION

ISSUE: Should the Board of Education approve amendment to Administrative Regulation 3311.3 – Design-Build Contracts?

BACKGROUND: Administrative Regulation 3311.3 updated to reflect NEW LAW (AB 2311, 2020) which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements. Regulation also adds a definition of "skilled and trained workforce," and describes the district's responsibilities if the contractor fails to demonstrate compliance with these requirements. Administrative Regulation 3311.3 is being submitted with recommended language from CSBA.

ALTERNATIVES:

1. Approve amendment to Administrative Regulation 3311.3 – Design-Build Contracts as first and final reading.
2. Approve amendment to Administrative Regulation 3311.3– Design-Build Contracts as first reading.
3. Do not approve amendment to Administrative Regulation 3311.3 – Design-Build Contracts.

RECOMMENDATION: Approval of Alternative #1.

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

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

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

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Design-Build Contracts

The Governing Board may approve a contract with a single entity for both design and construction of any school facility in excess of \$1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

~~(cf. 3311—Bids)~~

~~(cf. 3312—Contracts)~~

~~(cf. 7110—Facilities Master Plan)~~

~~(cf. 7140—Architectural and Engineering Services)~~

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. (Education Code 17250.25)

Procedures for Awarding the Contract

The procurement process for design-build projects shall be as follows: (Education Code 17250.25, 17250.35; [Public Contract Code 2600](#))

1. **Performance Specifications:** The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:
 - a. The size, type, and desired design character of the project
 - b. Performance specifications that cover the quality of materials, equipment, and workmanship
 - c. Preliminary plans or building layouts
 - d. Any other information deemed necessary to describe adequately the district's needs

The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. **Prequalification:** The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:
 - a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other

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information deemed necessary by the district to inform interested parties of the contracting opportunity

- b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors
- c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25
- d. A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

~~A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce, as defined in Education Code 17250.25, to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades.~~

3. **Request for Proposals:** ~~The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract.~~ The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in items #2a, 2b, and ~~2b~~2d above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.
4. **Selection Based on Low Bid:** For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.
5. **Selection Based on Best Value:** For those projects utilizing best value as a selection method, the following procedures shall be used:

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- a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.
- b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.
- c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.
- d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

Skilled and Trained Workforce

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or

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project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

~~Legal Reference:~~

~~EDUCATION CODE~~

~~17250.10-17250.55 Design-build contracts~~

~~Management Resources:~~

~~WEB SITES~~

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

~~California Association of School Business Officials: <http://www.casbo.org>~~

~~California Department of Education, Facilities: <http://www.cde.ca.gov/ls/fa>~~

Adopted: 03-21-2017

Amended: 8-17-21

CSBA recommendation is to remove legal references and cross references from published policies as they are updated.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
**SUBJECT: B.5.e. APPROVE AMENDMENT TO ADMINISTRATIVE REGULATION
3320 CLAIMS AND ACTIONS AGAINST THE DISTRICT**

ACTION

ISSUE: Should the Board of Education approve amendment to Administrative Regulation 3320 Claims and Actions Against the District?

BACKGROUND: Administrative Regulation 3320 updated to add introductory information explaining the procedures that may be used to file a claim for money or damages against the district depending on the cause of action. Section on "Time Limitations" reorganized and clarified, especially with regard to the time limits for claims related to causes of actions which are excepted from the Government Claims Act, are not governed by any other claim presentation statute or regulation, and are addressed through procedures established by the district. Regulation also reflects NEW LAW (SB 1473, 2020) which allows a person to submit a claim, amendment to a claim, or application for a late claim by electronic means, if so authorized by a board resolution, in which case the subsequent notices provided by the district must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose. Administrative Regulation 3320 is being submitted with recommended language from CSBA.

ALTERNATIVES:

1. Approve amendment to Administrative Regulation 3320 Claims and Actions Against the District as first and final reading.
2. Approve amendment to Administrative Regulation 3320 Claims and Actions Against the District as first reading.
3. Do not approve amendment to Administrative Regulation 3320 Claims and Actions Against the District.

RECOMMENDATION: Approval of Alternative #1.

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

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

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

OAK PARK UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

Series 3000

Business and Non-Instructional Operations

AR 3320(a)

Claims And Actions Against The District

Any claim against the district for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with district-established procedures pursuant to Government Code 935.

Unless otherwise provided by law, a written claim shall be presented to and acted upon by the Governing Board in accordance with such procedures prior to filing a lawsuit against the district for money or damages.

Time Limitations

The following time limitations apply to ~~claims~~the presentation of claims for money or damages against the district:

1. Claims ~~for money or damages~~relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the ~~Governing~~Board not later than six months after the accrual of the cause of action. - (Government Code ~~905~~, 911.2)
2. Claims ~~for money or damages as authorized in~~relating to any other cause of action subject to the Government ~~Code 905 and not included in item #1 above~~Claims Act shall be filed not later than one year after the accrual of the cause of action. - (Government Code 911.2)
3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905 but are subject to a claims presentation procedure in another statute or regulation shall be presented to the Board in accordance with the applicable governing statute or regulation. (Government Code 905, ~~911.2~~)
4. ~~In accordance with the Board's authority pursuant~~Claims relating to ~~Government Code 935, claims for money or damages~~any cause of action which ~~are~~is specifically ~~exempted~~excepted from the Government Claims Act by Government Code 905 ~~and are~~but is not governed by any other ~~claims~~claim presentation statute or regulation shall be ~~filed not later than six months after~~presented to the Board within the ~~accrual of~~time limits specified in items #1 and 2 above, depending on the applicable cause of action. - (Government Code ~~905~~, 911.2, 935)

Receipt of Claims

A ~~claim, any amendment thereto, or an application to present a late~~ claim shall be deemed

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presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. - (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of \$25,000 or less.
7. The signature of the claimant or the person acting on his/her the claimant's behalf

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, ~~personally deliver or mail to the claimant, at the address stated in the claim or application,~~ provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

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The Board shall not act upon the claim until at least 15 days after such notice is given.
(Government Code 910.8)

Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. - (Government Code 910.6)

Late Claims

~~For claims under item #1 and #3 in the section "Time Limitations" above, any person who presents~~ When a claim that is required to be presented not later than six months after the accrual of the cause of action ~~shall present, along with the claim, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim. Such claim and~~ may be presented to the Board, in the ~~application to present a late claim shall be presented not later than~~ manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. ~~(Government Code 905,~~ The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4), 915, 915.2)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason ~~he/she~~ the person failed to present the claim.

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4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8— **and in the manner specified in Government Code 915.4.** (Government Code 911.8), **915.4)**

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. - This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. - If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. - (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall ~~either be personally delivered or mailed to the address stated in the claim or~~

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~~application.~~ be provided in the manner specified in Government Code 915.4. (Government Code 913, 915.4)

Adopted: 3-18-86

Amended: 6-6-89, 9-17-02, 3-09, 3-10, 10-16-18

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. JEFF DAVIS, SUPERINTENDENT
DATE: AUGUST 17, 2021
**SUBJECT: B.5.f. REVIEW RECENTLY AMENDMENT BOARD POLICIES AND
ADMINISTRATIVE 5141.31 IMMUNIZATIONS, 6157 DISTANCE
LEARNING, 6158 INDEPENDENT STUDY**

DISCUSSION/INFORMATION

ISSUE: Should the Board of Education review the recently amending Board Policy and Administrative Regulations 5141.31 Immunizations, 6157 Distance Learning, 6158 Independent Study?

BACKGROUND: Board Policy and Administrative Regulation 5141.31 Immunizations was updated at a special meeting held on July 25, 2021 to align with NEW LAWS (SB 276, 2019 and SB 714, 2019) addressing medical exemptions, including provisions that (1) medical exemption requests must be made by a licensed physician or surgeon on an electronic, standardized, statewide form developed by the California Department of Public Health (CDPH) and transmitted using California Immunization Registry (CAIR).

Board Policy 6157 Distance Learning was deleted due to expiration of emergency legislation that temporarily waived apportionment requirements to permit distance learning for the 2020-2021 school year.

Board Policy and Administrative Regulation 6158 Independent Study was updated to reflect NEW LAW (AB 130, 2021) which requires all districts, for the 2021-22 school year, to offer independent study to meet the educational needs of students unless a waiver is obtained and to adopt policy with specified components in order to generate apportionment for independent study.

RECOMMENDATION: None, for discussion and information only.

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 5000

Students

BP 5141.31(a)

Immunizations

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board shall cooperate with state and local health agencies to encourage immunization and facilitate immunization of all district students against preventable diseases.

Each student enrolling for the first time in a district school preschool, or child care and development program or enrolling in or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that the student has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

Transfer students shall be requested to present their immunization records upon registration at district schools if possible.

The Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parent/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code 48980, 49403)

Adopted: 10-15-80

Amended: 5-15-84, 5-20-86, 8-18-92, 9-17-02, 3-15-11, 11-17-15, 7-25-21

OAK PARK UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

Series 5000

Students

AR 5141.31(a)

Immunizations

Required Immunizations

Upon a student's registration at a district school, the Superintendent or designee shall provide the student's parents/guardians a written notice summarizing the state's immunization requirements.

The Superintendent or designee shall not unconditionally admit any student to a district school, preschool, or child care and development program for the first time nor admit or advance any student to grade 7, unless the student has been fully immunized. The student shall present documentation of full immunization, in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335; 17 CCR 6020)

1. Measles, mumps and rubella
2. Diphtheria, tetanus and pertussis (whooping cough)
3. Poliomyelitis (polio)
4. Hepatitis B
5. Varicella (chickenpox)
6. Haemophilus influenza type b (Hib meningitis)
7. Any other disease designated by the CDPH

However, full immunization against hepatitis B shall not be a condition by which the Superintendent or designee shall admit or advance any student to grade 7. (Health and Safety Code 120335)

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by the student's IEP regardless of whether the student is fully immunized. (Health and Safety Code 120335)

School personnel shall record information for each student regarding all doses of required immunizations and the status of all requirements in accordance with 17 CCR 6070. The school records shall be based on the student's immunization record provided by the student's health care provider, from the student's previous school immunization record, or through the California Immunization Registry (CAIR). (17 CCR 6070)

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Series 5000

Students

AR 5141.31(b)

Exemptions

Exemption from immunization requirements shall be granted under any of the following circumstances:

1. A medical exemption is submitted using the standardized form developed by CDPH and transmitted using CAIR which includes, but is not limited to, a description of the medical basis for which the exemption for each individual immunization is sought and whether the medical exemption is permanent or temporary. (Health and Safety Code 120372)

A student who has a medical exemption issued prior to January 1, 2020 shall be allowed to continue enrollment until the next grade span, except that after July 1, 2021, a student may not be admitted or advanced to grade 7 unless the student has been immunized or a medical exemption form filed as stated above. (Health and Safety Code 120370)

A temporary exemption shall not exceed one year, and all medical exemptions shall not extend beyond the grade span. (Health and Safety Code 120372)

If a student's medical exemption is revoked by CDPH on the basis that the exemption does not meet applicable criteria for medical exemptions, the student shall continue in attendance and, within 30 calendar days of the revocation, commence the immunization schedule required for conditional admittance pursuant to 17 CCR 6050, as described below. (Health and Safety Code 120372)

The student's parent/guardian may appeal a revocation to the Secretary of California Health and Human Services. If a revocation is appealed, the student shall continue in attendance and shall not be required to commence the immunization schedule required for conditional admittance provided the appeal is filed within 30 calendar days of the revocation. (Health and Safety Code 120372, 120372.05)

2. The student's parent/guardian files with the district, before January 1, 2016, a letter or written affidavit stating that an immunization is contrary to the student's personal beliefs, in which case the student shall be exempted from the immunization until the student enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12). (Health and Safety Code 120335)

When a student transfers to a different school within the district or transfer into the district from another school district in California, the student's personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. When a student transfers in the

OAK PARK UNIFIED SCHOOL DISTRICT

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Series 5000

Students

AR 5141.31(c)

district from outside California and presents a personal beliefs exemption issued by another state or country prior to January 1, 2016, the Superintendent or designee may consult with legal counsel regarding the applicable immunization requirements.

3. The student is enrolled in an independent study program pursuant to Education Code 51745-51749.6 and does not receive classroom-based instruction.

Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that the student has not received all the immunizations required for the student's age group, but has commenced receiving doses of all required vaccines and is not due for any doses at the time of admission. The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses when they become due as specified in 17 CCR 6035. (Health and Safety Code 120340; 17 CCR 6035)

In addition, a transfer student may be conditionally admitted for up to 30 school days while the student's immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered. (17 CCR 6070)

The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior school to obtain the student's immunization records or shall ensure that the student is properly immunized. (Education Code 48853.5, 49701; Health and Safety Code 120341; 42 USC 11432)

The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, the student shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 6070)

Exclusions Due to Lack of Immunizations

If an enrolled student who was previously believed to be in compliance with immunization requirements is subsequently discovered to not be in compliance with requirements for unconditional or conditional admission, the Superintendent or designee shall notify the parent/guardian that evidence of proper immunization or an appropriate exemption must be provided within 10 school days. This notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any. (Education Code 48216; 17 CCR 6040)

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Students

AR 5141.31(d)

The Superintendent or designee shall exclude from further attendance an enrolled student who fails to obtain the required immunization within 10 school days following the parent/guardian's receipt of the notice specified above. The student shall remain excluded from school until documentation is provided indicating that the student has received a dose of each required vaccine due at that time. (17 CCR 6040, 6055)

The student shall also be reported to the attendance supervisor or principal.

Exclusions Due to Exposure to Disease

If the district has good cause to believe that a student has been exposed to a disease listed in the section "Required Immunizations" above and the student's documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from the school until the local health officer is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120370)

Records

Each student's immunization record shall be retained as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

The district shall also retain in the mandatory student record any physician or health officer statement, personal beliefs letter or affidavit, reason for conditional enrollment, or any other documentation to the student's immunization record or exemptions.

At least annually, the Superintendent or designee shall file a written report on the immunization status of new students with CDPH and the local department of public health on forms prescribed by CDPH. (Health and Safety Code 120375; 17 CCR 6075)

Audits

If an audit reveals deficiencies in the district's reporting procedures, the Superintendent or designee shall present the Board with a plan to remedy such deficiencies.

Adopted: 9-17-02

Amended: 11-10, 11-12, 11-17-15, 7-25-21

OAK PARK UNIFIED SCHOOL DISTRICT

BOARD POLICY

Series 5000

Instruction

BP 6157(a)

Distance Learning

The Governing Board recognizes that distance learning can be a viable alternative instructional strategy that supports student achievement of academic goals. Distance learning opportunities may be offered to students participating in independent study, credit recovery courses, enrichment courses, or other courses identified by the Superintendent or designee, or in the event that a school site is physically closed due to widespread illness, natural disaster, or other emergency.

(cf. 3516—Emergencies and Disaster Preparedness Plan)

(cf. 3516.5—Emergency Schedules)

(cf. 4113.5/4213.5/4313.5—Working Remotely)

(cf. 6158—Independent Study)

The district may offer distance learning through a variety of delivery methods as appropriate for the grade level and subject matter. Distance learning opportunities may include video, audio, and/or written instruction in which the primary mode of communication between the student and teacher is online interaction, instructional television, live or prerecorded video, telecourses, and other instruction that relies on computer or communications technology. They may also include the use of print materials with written or oral feedback.

The Superintendent or designee shall review and select distance learning courses, which may include those taught by district staff or others, that are of high academic quality and are aligned with district standards and curricula. As appropriate, courses may be self-directed to allow students to complete assignments at their own pace and/or may involve real-time interaction among the teacher and students.

(cf. 6141—Curriculum Development and Evaluation)

(cf. 6143—Courses of Study)

The Superintendent or designee shall, in collaboration with teachers, plan for schoolwide or long-term distance learning in the event of a school closure. In developing the plan, the Superintendent or designee shall analyze the course sequence, prioritize content and standards to be completed, and recommend the grading criteria. In such circumstances, students' social-emotional wellness shall be taken into account, and schedules and learning experiences shall be designed to build continuity, routine, and regular connections with students.

(cf. 5141.5—Mental Health)

As needed, the Superintendent or designee shall provide teachers with training and ongoing support, including technological support and guidance, to effectively implement distance learning. The district shall also provide opportunities for teachers to communicate and collaborate with each other to exchange information on effective practices.

(cf. 4131—Staff Development)

OAK PARK UNIFIED SCHOOL DISTRICT

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Series 5000

Instruction

BP 6157(b)

~~Staff shall comply with all copyright regulations in developing materials to be used in distance education courses.~~

~~(cf. 6162.6—Use of Copyrighted Materials)~~

~~The district shall take steps to ensure that distance learning opportunities are available to all students, including economically disadvantaged students, students with disabilities, and English learners. Teachers may use multiple methods of providing instruction to meet student needs. All online programming and Internet content shall meet accessibility standards for students with disabilities, including compatibility with commonly used assistive technologies.~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~(cf. 0415—Equity)~~

~~(cf. 6159—Individualized Education Program)~~

~~(cf. 6174—Education for English Learners)~~

~~The Superintendent or designee shall assess students' access to technological devices and the Internet and, consistent with the district's budget and technology plan, may loan devices to students to use at home and/or assist families in identifying free service providers. Students are expected to use district technology responsibly in accordance with the district's Acceptable Use Agreement. To the extent possible, the district shall make technical and academic support available to students.~~

~~(cf. 0440—District Technology Plan)~~

~~(cf. 3311.4—Procurement of Technological Equipment)~~

~~(cf. 3515.4—Recovery for Property Loss or Damage)~~

~~(cf. 6163.4—Student Use of Technology)~~

~~Teachers shall provide regular communications to students and parents/guardians about expectations, assignments, and available resources to assist the student in successful completion of distance learning coursework.~~

~~(cf. 6020—Parent Involvement)~~

~~Grading of distance learning assignments and assessments of end-of-course knowledge and understanding of the subject matter shall be consistent with grading of equivalent courses in classroom settings.~~

~~(cf. 5121—Grades/Evaluation of Student Achievement)~~

~~(cf. 6146.3—Reciprocity of Academic Credit)~~

~~(cf. 6146.11—Alternative Credits Toward Graduation)~~

Legal Reference:

EDUCATION CODE

~~35182.5 Contracts for electronic products or services; prohibitions~~

~~51210-51212 Course of study for grades 1-6~~

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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BP 6157(c)

~~51220-51229 Course of study for grades 7-12~~

~~51740-51741 Authority to provide instruction by correspondence~~

~~51745-51749.3 Independent study~~

~~51865 California distance learning policy~~

~~PUBLIC CONTRACT CODE~~

~~20118.2 Contracting by school districts; technological equipment~~

~~UNITED STATES CODE, TITLE 20~~

~~7131 Internet safety~~

~~UNITED STATES CODE, TITLE 47~~

~~254 Universal service discounts (E-rate); Internet safety~~

Management Resources:

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~COVID-19 Guidance for K-12 Schools~~

~~WORLD WIDE WEB CONSORTIUM PUBLICATIONS~~

~~Web Content Accessibility Guidelines~~

~~WEB SITES~~

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

~~World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>~~

Adopted: 4-21-20

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 6000

Instruction

BP 6158(a)

Independent Study

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days.

General Independent Study Requirement

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 6000

Instruction

BP 6158(b)

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060.
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.
3. Learning required concepts, as determined by the supervising teacher.
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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Instruction

BP 6158(c)

1. Verification of current contact information for each enrolled student.
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation.
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary.
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

For the 2021–22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

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The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress.
2. The objectives and methods of study for the student's work and the methods used to evaluate that work.
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work.
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study.
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year.
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate.
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that

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instruction may be provided through independent study only if the student is offered the alternative of classroom instruction.

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6.
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall,

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at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's

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written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.
13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.

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16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5.
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above.
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years.
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program.
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work.
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.

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8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021–22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

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Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study.
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education.
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher.
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5. (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

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The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Adopted: 8-14-01

Amended: 9-17-02, 9-19-06, 4-20-10, 7-25-21

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Independent Study

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5. (Education Code 51745.5)

Educational Opportunities

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction.
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum.
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum.
4. Continuing and special study during travel.
5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement.

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6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction.

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as

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supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (Education Code 51745)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian.
2. A meeting between the student and the teacher and/or counselor.
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate.
4. An increase in the amount of time the student works under direct supervision.

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When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator.
2. Approving or denying the participation of students requesting independent study.
3. Facilitating the completion of written independent study agreements.
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction.
5. Approving all credits earned through independent study.
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation.

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall

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not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement.
2. Supervising and approving coursework and assignments.
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due.
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy.
5. Providing direct instruction and counsel as necessary for individual student success.
6. Regularly meeting with the student to discuss the student's progress.
7. Determining the time value of assigned work or work products completed and submitted by the student.
8. Assessing student work and assigning grades or other approved measures of achievement.
9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day for which independent study is provided.

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

Adopted: 12-4-01

Amended: 9-19-06, 6-08, 2-10, 2-11, 7-25-21

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

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 July 31st of the 2021-22 fiscal year?

BACKGROUND: The State's funding appropriation schedule for school districts is always challenging. Continuing its standard practice of the last several years, the Business Office has produced a monthly cash flow report as an ongoing tool to assist the both the Administration and Board in analyzing and managing the District's cash in order to remain cash-solvent.

FISCAL IMPACT: None- for information only.

RECOMMENDATION: None - for information only.

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

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

Oak Park Unified
56-73874-0000000

Cashflow Report
2021-22 ADOPTED BUDGET for Cash Flow
Base Year 2021-22; Actuals Through the Month of July

Fund 01

	Object Range	Budget/Beg. Balance	2021 July	August	September	October	November	December	2022 January	February
A. BEGINNING CASH		8,005,995	8,005,995	4,626,753	1,793,740	3,113,270	1,532,284	517,801	6,188,099	3,580,285
B. RECEIPTS										
LCFF Sources										
Principal Apportionment	8010-8019	28,455,009	888,806	987,866	3,952,582	1,778,159	1,778,159	3,952,582	1,778,159	1,797,971
Property Taxes	8020-8079	12,344,848	—	—	—	—	—	6,172,424	—	—
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	—	—	—	—	—	—	—
Federal Revenue	8100-8299	1,047,038	339	7,829	451,332	—	—	41,191	4,814	(264)
Other State Revenue	8300-8599	3,676,130	—	266,831	1,324,674	(754,592)	439,802	538,726	71,359	—
Other Local Revenue	8600-8799	3,559,306	206,186	206,709	285,850	311,797	215,962	217,019	337,145	243,248
Interfund Transfers in	8910-8929	0	—	—	—	—	—	—	—	—
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
TOTAL RECEIPTS		49,082,331	1,095,331	1,469,234	6,014,438	1,335,363	2,433,923	10,921,942	2,191,476	2,040,954
C. DISBURSEMENTS										
Certificated Salaries	1000-1999	23,329,821	296,427	2,412,549	2,174,496	2,216,041	2,236,058	2,223,051	2,334,914	2,214,464
Classified Salaries	2000-2999	7,650,387	233,641	586,570	627,183	629,917	649,305	705,980	690,052	678,057
Employee Benefits	3000-3999	11,428,838	120,449	1,095,141	1,088,790	1,100,137	1,097,240	1,115,048	1,142,359	1,110,722
Books and Supplies	4000-4999	1,867,667	98,948	139,713	337,642	43,845	78,847	64,590	56,177	85,257
Services	5000-5999	3,946,497	107,020	76,691	505,204	237,135	272,407	158,228	504,640	162,448
Capital Outlay	6000-6999	0	—	—	—	—	—	—	—	—
Other Outgo	7000-7499	298,419	2,392	1,260	9,909	2,268	11,985	19,803	42,323	38,143
Interfund Transfers Out	7600-7629	0	—	—	—	—	—	—	—	—
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
TOTAL DISBURSEMENTS		48,521,629	858,878	4,311,924	4,743,224	4,229,343	4,345,843	4,286,700	4,770,466	4,289,090
E. NET INCREASE/DECREASE (B - C + D)		281,607	(3,379,242)	(2,833,013)	1,319,531	(1,580,987)	(1,014,483)	5,670,298	(2,607,815)	(2,238,182)
F. ENDING CASH (A + E)			4,626,753	1,793,740	3,113,270	1,532,284	517,801	6,188,099	3,580,285	1,342,102
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Oak Park Unified
56-73874-0000000

Cashflow Report
2021-22 ADOPTED BUDGET for Cash Flow
Base Year 2021-22; Actuals Through the Month of July

Fund 01

	Object Range	Budget/Beg. Balance	2022 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
A. BEGINNING CASH		8,005,995	1,342,102	1,494,771	3,407,492	670,228	—	—	—	—
B. RECEIPTS										
LCFF Sources										
Principal Apportionment	8010-8019	28,455,009	3,972,394	1,797,971	1,797,971	2,174,423	1,797,971	—	28,455,009	—
Property Taxes	8020-8079	12,344,848	—	6,172,424	—	—	—	—	12,344,848	—
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	—	—	—	—	—	—	—
Federal Revenue	8100-8299	1,047,038	9,729	10,896	—	93,620	427,891	—	1,047,377	(339)
Other State Revenue	8300-8599	3,676,130	547,632	32,501	—	751,542	457,656	—	3,676,130	—
Other Local Revenue	8600-8799	3,559,306	215,293	246,210	250,894	279,569	355,085	—	3,370,967	188,339
Interfund Transfers in	8910-8929	0	—	—	—	—	—	—	—	—
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
TOTAL RECEIPTS		49,082,331	4,745,049	8,260,002	2,048,865	3,299,154	3,038,602	—	48,894,331	188,000
C. DISBURSEMENTS										
Certificated Salaries	1000-1999	23,329,821	2,221,805	2,256,533	2,355,755	514,794	—	—	23,456,886	(127,065)
Classified Salaries	2000-2999	7,650,387	740,090	790,789	824,884	475,746	—	—	7,632,215	18,172
Employee Benefits	3000-3999	11,428,838	1,110,053	1,129,904	1,148,071	191,180	—	—	11,449,093	(20,255)
Books and Supplies	4000-4999	1,867,667	143,673	141,216	221,033	211,574	297,665	—	1,920,180	(52,513)
Services	5000-5999	3,946,497	365,758	183,266	507,312	461,504	324,046	—	3,865,661	80,836
Capital Outlay	6000-6999	0	—	—	—	—	—	—	—	—
Other Outgo	7000-7499	298,419	29,907	551	18,268	24,396	98,345	—	299,551	(1,132)
Interfund Transfers Out	7600-7629	0	—	—	—	—	—	—	—	—
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
TOTAL DISBURSEMENTS		48,521,629	4,611,286	4,502,260	5,075,323	1,879,194	720,056	—	48,623,586	(101,957)
E. NET INCREASE/DECREASE (B - C + D)		281,607	152,668	1,912,721	(2,737,264)	1,266,948	(1,420,301)	—	(7,489,120)	
F. ENDING CASH (A + E)			1,494,771	3,407,492	670,228	1,937,176	—	—	—	
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS									516,875	

Oak Park Unified
56-73874-0000000

Cashflow Report
2021-22 ADOPTED BUDGET for Cash Flow
Base Year 2021-22; Actuals Through the Month of July

Fund 01

	Object Range	Budget/Beg. Balance	2021 July	August	September	October	November	December	2022 January	February
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not in Treasury	9111-9199	2,000	—	—	—	—	—	—	—	—
Accounts Receivable	9200-9299	7,384,105	(284,218)	1,184,466	1,209,757	2,488,822	728,744	840	3,603	—
Due From Other Funds	9310	0	(37,956)	—	—	—	—	—	—	—
Stores	9320	0	—	—	—	—	—	—	—	—
Prepaid Expenditures	9330	0	—	—	—	—	—	—	—	—
Other Current Assets	9340	0	—	—	—	—	—	—	—	—
Deferred Outflows of Resources	9490	0	—	—	—	—	—	—	—	—
SUBTOTAL		7,386,105	(322,175)	1,184,466	1,209,757	2,488,822	728,744	840	3,603	—
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599	1,718,491	1,776,213	(36,761)	(50,110)	(35,721)	(41,660)	40,900	32,428	(9,954)
Due To Other Funds	9610	0	—	—	—	—	(924,883)	924,883	—	—
Current Loans	9640	5,910,000	1,480,599	1,211,550	1,211,550	1,211,550	797,850	—	—	—
Unearned Revenues	9650	36,709	36,709	—	—	—	—	—	—	—
Deferred Inflows of Resources	9690	0	—	—	—	—	—	—	—	—
SUBTOTAL		7,665,200	3,293,521	1,174,789	1,161,440	1,175,829	(168,693)	965,783	32,428	(9,954)
Nonoperating										
Suspense Clearing	9910	0	—	—	—	—	—	—	—	—
TOTAL BALANCE SHEET ITEMS		(279,095)	(3,615,695)	9,677	48,317	1,312,993	897,437	(964,943)	(28,825)	9,954
E. NET INCREASE/DECREASE (B - C + D)										
		281,607	(3,379,242)	(2,833,013)	1,319,531	(1,580,987)	(1,014,483)	5,670,298	(2,607,815)	(2,238,182)
F. ENDING CASH (A + E)										
			4,626,753	1,793,740	3,113,270	1,532,284	517,801	6,188,099	3,580,285	1,342,102
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

Oak Park Unified
56-73874-0000000

Cashflow Report
2021-22 ADOPTED BUDGET for Cash Flow
Base Year 2021-22; Actuals Through the Month of July

Fund 01

	Object Range	Budget/Beg. Balance	2022 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not in Treasury	9111-9199	2,000	—	—	—	—	—	—	—	
Accounts Receivable	9200-9299	7,384,105	—	2,567	1,954	—	(3,018,790)	—	2,317,745	
Due From Other Funds	9310	0	—	—	—	—	—	—	(37,956)	
Stores	9320	0	—	—	—	—	—	—	—	
Prepaid Expenditures	9330	0	—	—	—	—	—	—	—	
Other Current Assets	9340	0	—	—	—	—	—	—	—	
Deferred Outflows of Resources	9490	0	—	—	—	—	—	—	—	
SUBTOTAL		7,386,105	—	2,567	1,954	—	(3,018,790)	—	2,279,788	
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599	1,718,491	(18,906)	(152,412)	(250,531)	153,012	720,056	—	2,126,554	
Due To Other Funds	9610	0	—	—	—	—	—	—	—	
Current Loans	9640	5,910,000	—	2,000,000	—	—	—	—	7,913,099	
Unearned Revenues	9650	36,709	—	—	(36,709)	—	—	—	—	
Deferred Inflows of Resources	9690	0	—	—	—	—	—	—	—	
SUBTOTAL		7,665,200	(18,906)	1,847,588	(287,240)	153,012	720,056	—	10,039,653	
Nonoperating										
Suspense Clearing	9910	0	—	—	—	—	—	—	—	
TOTAL BALANCE SHEET ITEMS		(279,095)	18,906	(1,845,021)	289,194	(153,012)	(3,738,846)	—	(7,759,865)	
E. NET INCREASE/DECREASE (B - C + D)										
		281,607	152,668	1,912,721	(2,737,264)	1,266,948	(1,420,301)	—	(7,489,120)	
F. ENDING CASH (A + E)										
			1,494,771	3,407,492	670,228	1,937,176	—	—	—	
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										
									516,875	

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

SUBJECT: VII.2. MONTHLY MEASURE S BOND PROJECT STATUS REPORT
INFORMATION

ISSUE: Shall the Board receive and review a status report on the progress of authorized Measure S bond projects through August 3, 2021?

BACKGROUND: As an ongoing tool to assist the Administration and Board in implementing and managing the District's Measure S bond program and master plan, the Business Office, in conjunction with its construction management team, has produced the following monthly status report on the progress of authorized Measure S bond projects for the Board's information and review.

FISCAL IMPACT: None - for information only.

RECOMMENDATION: None - for information only.

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

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent



Consolidated Budget Status Report
Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures

School/Project Name	Budget				Commitments		Expenditures		Current Status	Project Comments (current only)
	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
Measure S Management						-		-		
Measure S General Architecture Planning Services	155,160	-	-	155,160	155,160	-	155,160	-	Complete	CLOSED
Measure S District Salaries (1) (3) (4)	1,000,000	900,823	-	1,900,823	1,706,196	194,627	849,435	856,761	Future	
17-58S General Planning & Architectural Services (1) (3) (4)	90,821	29,400	-	120,221	119,400	821	101,952	17,448	Complete	HED General Planning
Measure S Program Direct Software, Equipment & Su (1) (4)	251,000	50	-	251,050	211,044	40,006	210,392	652	In Design	IN PROGRESS
Measure S General CM Services-Balfour Beatty	900,000	(425,437)	-	474,563	387,853	86,710	387,853	-	In Close-Out	IN PROGRESS
	2,396,981	504,836	-	2,901,817	2,579,653	322,164	1,704,792	874,861		
Brookside Elementary School						-		-		
17-32S Security Fencing	99,940	(41,450)	-	58,490	58,490	-	58,490	-	Future	Phase-1 Complete/Phase-2 Future
17-42S Modernization Campus Wide	10,000	-	-	10,000	10,000	-	10,000	-	Complete	NOC APPROVED 09/15/17
17-47S Administration Building DSA Cert. (1) (3) (4)	1,302,493	87,763	-	1,390,256	1,285,364	104,892	1,285,364	-	Future	IN PROGRESS
18-11S Design HVAC System Upgrade, BLDG 200 & 300	3,400	-	-	3,400	3,400	-	3,400	-	Complete	CLOSED
18-18S Classroom Replacement(4) Phase 1 (1) (2) (3)	3,648,750	-	-	3,648,750	328,652	3,320,098	328,652	-	In Design	IN PROGRESS
19-28S Extend Shared Wall Room 216	11,200	-	-	11,200	11,200	-	11,200	-	Complete	
19-30S Extend Height of Playground Fence	25,034	-	-	25,034	25,034	-	25,034	-	In Close-Out	
20-17S Remove and Replace Foundation on Portable C (1)	46,571	1,212	-	47,783	46,099	1,684	46,099	-	Future	
20-16S Innovation Lab BES (1)	47,200	-	-	47,200	47,200	-	47,200	-	Future	
	5,194,587	47,525	-	5,242,112	1,815,438	3,426,673	1,815,438	-		
District Office						-		-		
19-17S District Office Emergency Generator (1) (2) (4)	65,625	-	375	66,000	23,482	42,518	14,232	9,250	In Design	IN DESIGN
19-21S Upper Field Chain Link Fencing and Gates	12,416	-	-	12,416	12,416	-	12,416	-	In Close-Out	
	78,041	-	375	78,416	35,898	42,518	26,648	9,250		
District Wide						-		-		
17-49S Security Badge System Upgrade	9,586	-	-	9,586	9,586	-	9,586	-	Complete	C APPROVED 11/21/17
17-01S Solar Project	7,000,000	120,121	-	7,120,121	7,120,121	-	7,120,121	-	Complete	NOC APPROVED 11/14/17
17-33S Ext. Campus Surveillance Cameras @ 6 Si	344,563	30,034	-	374,597	374,597	-	374,597	-	Complete	NOC APPROVED 11/14/17
17-39S Landscape Improvements	19,000	-	-	19,000	19,000	-	19,000	-	Complete	NOC APPROVED 09/15/17
18-22S Security Upgrades - PA System	14,669	-	-	14,669	14,669	-	14,669	-	Complete	CLOSED
18-26S Collaborative Furniture	200,000	(15,412)	-	184,588	184,588	-	184,588	-	Complete	CLOSED
18-38S Extended Care Facility Furniture & Equipmen	100,000	(87,681)	-	12,319	12,319	-	12,319	-	Complete	IN PROGRESS
18-33S Solar Installation Maintenance Contract (1) (3)	256,055	-	-	256,055	203,633	52,422	157,904	45,729	Future	IN PROGRESS
19-08S DW Arch Svcs for DSA Certific (1) (2)	195,035	-	(160,832)	34,203	34,203	-	34,203	-	In Close-Out	
19-10S Collaborative Furniture	200,000	-	-	200,000	196,043	3,957	195,708	335	Future	
19-22S King James Court Debris Clearance	15,700	-	-	15,700	15,700	-	15,700	-	Complete	
19-31S Security Raptor Software Districtwide	45,710	(343)	-	45,367	45,367	-	45,367	-	In Construction	
20-04S Collaborative Furniture (1) (3)	102,376	-	-	102,376	102,376	0	66,573	35,803	Future	
20-10S Exterior Repairs to Portables at BES/MCMS	59,834	1,200	-	61,034	61,034	-	61,034	-	Complete	
20-21S Outdoor Furniture Purchases DW (1) (3)	107,636	-	-	107,636	106,359	1,277	106,359	0	Future	
20-23S HVAC Upgrades Districtwide (1) (3)	312,669	-	-	312,669	321,624	(8,955)	294,508	27,116	Future	
	8,982,833	47,919	(160,832)	8,869,921	8,821,219	48,702	8,712,236	108,983		
Medea Creek Middle School						-		-		
17-23S Roof Replacement	83,000	(22,684)	-	60,316	60,316	-	60,316	-	Complete	NOC APPROVED 08/15/17
17-24S HVAC Replacement	276,810	54,977	-	331,787	331,787	0	331,787	-	Closed	NOC APPROVED 08/15/17
17-36S Modernization Campus Wide	5,058	4,942	-	10,000	10,000	-	10,000	-	Complete	NOC APPROVED 09/15/17
17-35S Kitchen Improvements	1,506,394	-	-	1,506,394	1,566,445	(60,051)	1,566,150	295	Close-Out	NOC APPROVED 1/23/19
18-03S Security Fencing Parking Lot	42,630	-	-	42,630	42,630	-	42,630	-	Complete	NOC APPROVED 05/17/18
18-07S Sidewalk and Handrail Installation, Buildin	26,937	-	-	26,937	26,937	-	26,937	-	Complete	NOC APPROVED 02/20/18
18-21S Classroom Replacement (1) (3)	4,921,688	550,033	-	5,471,722	5,157,548	314,174	4,965,821	191,726	Future	IN PROGRESS
18-25S MPR High Roof Replacement	160,135	-	-	160,135	165,457	(5,322)	165,457	-	Complete	NOC APPROVED 8/12/18
18-36S Library Wall Removal	3,500	-	-	3,500	3,500	-	3,500	-	Complete	CLOSED



Consolidated Budget Status Report
Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures

School/Project Name	Budget				Commitments		Expenditures		Current Status	Project Comments (current only)
	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
18-39S Counseling Office Improvements & Additions	28,350	3,759	-	32,109	35,459	(3,350)	35,459	-	In Close-Out	NOC APPROVED 04/23/19
18-40S Safety/Security Gates	89,827	-	-	89,827	89,827	-	89,827	-	Complete	NOC APPROVED 2/19/19
18-45S ORCA Food Waste Recycling Pilot Program	61,844	-	-	61,844	64,940	(3,096)	45,633	19,307	In Construction	MAINT IN PROGRESS
18-48S EV Charging Station	17,794	-	-	17,794	17,794	-	17,794	-	Closed	NOC APPROVED 4/23/19
19-05S Trellis Removal at MCMS	23,000	52,609	-	75,609	75,609	-	75,609	-	Complete	
19-15S Shade Sails at MCMS	55,850	4,995	-	60,845	60,845	-	60,845	-	Completion	
20-12S Renovate Lobby MCMS (1) (4)	19,808	899	-	20,707	20,707	-	20,707	-	Complete	
21-02S Entry Way Sign at Medea Creek Middle School	14,900	-	-	14,900	14,900	-	14,900	-	In Close-Out	
	7,337,525	649,531	-	7,987,056	7,744,701	242,355	7,533,373	211,329		
Oak Hills Elementary School						-		-		
17-25S HVAC Replacement	143,189	(3,352)	-	139,837	133,652	6,184	133,652	-	Complete	NOC APPROVED 08/15/17
17-38S Modernization Campus Wide	15,000	-	-	15,000	15,000	-	15,000	-	Complete	NOC APPROVED 09/15/17
17-32S Security Fencing	50,000	(1,155)	-	48,845	48,845	-	48,845	-	Complete	NOC APPROVED 10/17/17
19-09S/18-19S Add Modular Classrooms (1) (2)	358,700	54,717	54,800	468,217	215,220	252,997	215,220	-	Close Out	
19-02S Area Drain Improvements Rooms 8-11	13,640	(1,240)	-	12,400	12,400	-	12,400	-	Closed	NOC Approved 5/14/19
19-12F OHES Running Track	25,084	4,471	-	29,555	29,555	-	29,555	-	Complete	NOC 9-17-2019
19-13S OHES Fencing @ Park (3)	135,042	0	-	135,042	120,691	14,351	120,517	174	Complete	
19-20S Kindergarten Flooring Classrooms	19,223	-	-	19,223	19,223	-	19,223	-	In Close-Out	
19-29S Extend Wall Between Conf/Copy Room	11,732	-	-	11,732	11,732	-	11,732	-	Complete	
20-03S Innovation Lab OHES (1) (2)	65,731	-	(575)	65,156	65,156	-	65,156	-	In Construction	
	837,340	53,440	54,225	945,006	671,474	273,532	671,300	174		
Oak Park High School						-		-		
17-34S Security Lighting at Cul De Sac	376,862	(93,728)	-	283,134	283,134	0	283,134	-	Complete	NOC APPROVED 09/19/17
17-28S Roof Replacement	125,000	(70,295)	-	54,705	54,705	0	54,705	-	Complete	NOC APPROVED 08/15/17
17-27S HVAC Replacement	96,219	1,011	-	97,230	97,230	0	97,230	-	Complete	NOC APPROVED 08/15/17
17-32S Security Fencing (Ornamental @ Stadium)	249,060	(50,226)	-	198,834	139,864	58,970	139,864	-	Complete	NOC APPROVED 5/17/18
17-57S Safety Lighting	30,000	(5,109)	-	24,891	-	24,891	-	-	Complete	NOC APPROVED 02/20/18
18-01S Football Field Fencing	56,370	-	-	56,370	56,370	-	56,370	-	Complete	NOC APPROVED 03/20/18
18-02S Fencing Girls Varsity Softball Field	42,885	-	-	42,885	42,855	30	42,855	-	Complete	NOC APPROVED 5/17/18
18-24S Safety Security Fencing @ Library & Gates	52,800	-	-	52,800	62,010	(9,210)	62,010	-	Complete	NOC APPROVED 8/12/18
18-23S OPHS Stadium Safety Rail Repair	20,650	2,800	-	23,450	23,450	-	23,450	-	Complete	OC APPROVED 8/12/18
18-46S OPHS Stairs & Sidewalk-Athletic Facilities	117,838	4,245	-	122,083	122,083	-	122,083	-	Complete	NOC APPROVED 12/11/18
19-19S Art Court Phase II (1)	233,851	-	-	233,851	233,850	0	230,438	3,413	Future	
19-23S Tennis Court Resurfacing	44,084	-	-	44,084	44,084	-	44,084	-	In Close-Out	
19-27S Repair Wood Columns @OPHS	19,655	-	-	19,655	19,655	-	19,655	-	Complete	
20-05S Basketball Courts Resurfacing OPHS	20,052	-	-	20,052	20,052	-	20,052	-	Future	
20-22S Economizers OPHS F Bldg. HVAC's (1) (4)	25,756	-	-	25,756	25,756	-	25,756	-	Future	
21-01S Turf Replacement and Upgrades OPHS (1) (3)	1,120,896	-	-	1,120,896	1,073,286	47,610	901,880	171,406	Future	
	2,631,978	(211,302)	-	2,420,676	2,298,384	122,292	2,123,566	174,818		
Oak View High School						-		-		
19-26S Reno Bldg Ext at OVHS (1) (4)	176,514	-	-	176,514	164,514	12,000	164,514	-	Future	
	176,514	-	-	176,514	164,514	12,000	164,514	-		
Red Oak Elementary School						-		-		
17-37S Modernization Campus Wide	10,000	-	-	10,000	10,000	-	10,000	-	Complete	NOC APPROVED 09/15/17
17-32S Security Fencing	5,400	(1,540)	-	3,860	3,860	-	3,860	-	Complete	NOC APPROVED 08/15/17
18-20S Modular Classroom Replacement (1) (3)	6,588,570	84,400	-	6,672,970	594,563	6,078,406	503,104	91,459	Future	IN PROGRESS
19-01S MPR Structural Repairs	37,849	(3,441)	-	34,408	34,408	-	34,408	-	Complete	NOC APPROVED 3/19/19
19-14S ROES Phase 1 Safety/Security Fencing	148,440	(18,040)	-	130,400	130,400	-	130,400	-	Complete	NOC APPROVED 10/15/2019
19-16S ROES Phase 2 Safety/Security Fencing	75,873	0	-	75,873	69,615	6,258	69,615	-	Completed	NOC APPROVED 10/15/2019
20-11S Restroom Upgrades at ROES (1) (3)	86,466	-	-	86,466	86,466	-	86,466	-	Complete	



Consolidated Budget Status Report
Budgets versus Commitments and Expenditures for multiple Projects

Budget vs. Commitments and Expenditures

School/Project Name	Budget				Commitments		Expenditures		Current Status	Project Comments (current only)
	Initial Budget	Approved Budget Changes	Proposed Budget Changes	Total Budget	Total Commitments	Remaining Against Budget	Total Expenditures	Remaining Against Committed		
20-13S Paint Admin Interior	17,601	-	-	17,601	17,601	-	17,601	-	Complete	
20-14S Flooring for Admin + 7 Classrooms	49,125	-	-	49,125	49,125	-	49,125	-	In Close-Out	
20-15S Innovation Lab at ROES (1)	44,065	-	-	44,065	44,065	-	44,065	-	Planning	
20-18S Renovate Exteriors of Buildings B & C @ROES (1) (3)	105,853	-	-	105,853	89,073	16,780	49,599	39,474	Future	
	7,169,241	61,379	-	7,230,620	1,129,176	6,101,444	998,243	130,932		
TECH						-		-		
17-50S Next Gen CR/Flat Panel SMRT Display Pilot	35,000	1,532	-	36,532	48,120	(11,588)	48,120	-	Complete	NOC APPROVED 02/01/18
18-12S Network File Server Refresh	125,000	-	-	125,000	124,500	500	124,500	-	In Progress	IN PROGRESS
18-13S Purchase Staff Computers & Spare Device	55,000	-	-	55,000	37,272	17,728	37,272	-	In Progress	IN PROGRESS
18-14S Chromebook 1-to-1 Take Home Pilot 6 Grade	263,923	77,334	-	341,257	218,114	123,143	210,136	7,978	In Progress	IN PROGRESS
18-35S BES Chromebooks for Gr5	18,000	(794)	-	17,206	17,206	-	17,206	-	Complete	Project complete
18-30S MCMS Library Computer Lab Refresh	47,000	-	-	47,000	37,106	9,894	37,106	-	In Progress	IN PROGRESS
18-31F 3-D Printers	31,500	-	-	31,500	26,882	4,618	26,882	-	In Progress	IN PROGRESS
18-28S DW Chromebook Refresh	250,000	-	-	250,000	209,943	40,057	209,943	-	In Progress	IN PROGRESS
18-29S Flat Panel Displays @ MCMS & OPHS	36,100	-	-	36,100	31,124	4,976	31,124	-	In Progress	IN PROGRESS
18-42S MCMS Computer on Wheels Laptops for Art Cla	30,000	(11,019)	-	18,981	18,981	-	18,981	-	Complete	PROJECT COMPLETE
18-43S DW Virtual Reality Pilot Program	6,000	-	-	6,000	5,148	852	5,148	-	In Progress	IN PROGRESS
18-44S I-Pad Refresh of K-2 Totes	325,000	-	-	325,000	302,138	22,862	302,138	-	In Progress	IN PROGRESS
18-49F iMacs for Tech Lab MCMS	10,000	-	-	10,000	20,000	(10,000)	8,052	11,948	In Progress	IN PROGRESS
19-03S Replace Smartboard Projectors	24,000	-	-	24,000	22,448	1,552	21,081	1,367	In Construction	PROJECT APPROVED 2/19/19
19-04S District Refresh & Spare Computer Equipment	50,000	-	-	50,000	53,415	(3,415)	53,415	-	In Construction	PROJECT APPROVED 2/19/19
19-06S Promethean Smart Board Replacement at OHES	82,409	(1,180)	-	81,229	81,229	-	81,229	-	In Close-Out	IN CLOSEOUT
19-07F Chromebook 1:1 Take Home Prgrm Grds 5-12	670,000	121,266	-	791,266	762,556	28,709	669,293	93,263	Out for Bid	BOARD APPROVED 5/23/19
19-11S Ipad Air Refresh Part 2	243,400	7,935	-	251,335	251,335	(0)	251,335	-	Complete	BOARD APPROVED 6-4-19
19-24S Additional Security Cameras DW Phase 4	38,029	-	-	38,029	38,029	-	38,029	-	In Close-Out	
20-01S Next Generation MacBook Pro Pilot Program (1)	20,451	-	-	20,451	20,451	-	8,576	11,875	Future	
20-02S Interactive Flat Panel Displays for Element	15,000	-	-	15,000	-	15,000	-	-	Future	
20-08S Apple iPad Air Refresh (1)	34,544	-	-	34,544	34,544	-	34,544	-	Future	
20-09S District Network Firewall Refresh (1)	285,524	-	-	285,524	285,524	-	285,524	-	Out for Bid	
20-19S Staff Laptop Refresh (1)	198,069	28,916	-	226,985	227,073	(88)	207,402	19,671	In Construction	
20-20S Chromebook 1:1 Program (1)	361,738	-	-	361,738	361,738	-	361,738	-	Future	
20-24S Oak Park High School Engineering Workstatio (1)	69,534	-	-	69,534	69,534	-	69,534	-	Future	
20-25S Apple iPad Air Refresh Wave 3 (1) (3)	33,030	-	-	33,030	33,030	-	795	32,235	Future	
20-26S MCMS Computer Lab Refresh (3)	95,000	-	-	95,000	95,000	-	79,214	15,786	Future	
21-03S Core Network Switch Replacement & Service C (1) (3)	74,146	-	-	74,146	74,146	-	-	74,146	Future	
21-05S Smartboard Replacement DW (1) (3) (4)	206,931	-	-	206,931	206,931	-	-	206,931	Future	
21-04S Network Access Appliance (3)	23,000	-	-	23,000	23,000	-	-	23,000	Future	
	3,757,328	223,990	-	3,981,318	3,736,516	244,802	3,238,316	498,199		
Totals	38,562,369	1,377,316	(106,231)	39,833,455	28,996,972	10,836,482	26,988,427	2,008,546		

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

DATE: AUGUST 17, 2021

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 July 31st of the 2021-22 fiscal year?

BACKGROUND: In order to better monitor and manage its General Fund operating budget, the District set as a goal establishing a system to provide monthly progress reporting to Board of operating costs for large categories of budget expenditures. In meeting that goal, the Business Office has produced monthly budget reports from the District's financial system to serve as another tool to assist the both the Administration and Board in closely analyzing and managing the District's General Fund operating budget.

FISCAL IMPACT: None- for information only.

RECOMMENDATION: None - for information only.

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

Respectfully submitted,

Jeff Davis, Ed.D.
Superintendent

Fiscal13a

Financial Statement

Fund 01		Fiscal Year 2021/22 Through July 2021				
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rec'd
REVENUE DETAIL						
LCFF Revenue Sources						
8011-8019	LCFF State Aid	28,455,009.00	28,455,009.00	888,806.00	27,566,203.00	3.12%
8020-8079	Property Taxes	12,344,848.00	12,344,848.00	.00	12,344,848.00	0.00%
Total LCFF Revenue Sources		40,799,857.00	40,799,857.00	888,806.00	39,911,051.00	2.18%
Federal Revenues						
8100-8299	Federal Revenues	1,047,038.00	1,047,038.00	339.00	1,046,699.00	0.03%
Other State Revenues						
8300-8599	Other State Revenues	3,676,130.00	3,676,130.00	.00	3,676,130.00	0.00%
Other Local Revenue						
8600-8799	Other Local Revenues	3,559,306.00	3,559,306.00	206,186.10	3,353,119.90	5.79%
Total Year To Date Revenues		49,082,331.00	49,082,331.00	1,095,331.10	47,986,999.90	2.23%

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
EXPENDITURE DETAIL							
Certificated Salaries							
1100-1199	Certificated Teacher Salaries	18,733,533.00	18,733,533.00	17,169,333.84	1,980.00	1,562,219.16	0.01%
1160	Certificated Salaries Stipends	363,777.00	363,777.00	18,671.25	.00	345,105.75	0.00%
1200	Certificated Pupil Support Salaries	1,933,161.00	1,933,161.00	1,851,032.40	.00	82,128.60	0.00%
1260	Counselor Stipend	10,000.00	10,000.00	.00	.00	10,000.00	0.00%
1300	Certificated Supervisors' & Administrators' Salaries	2,289,350.00	2,289,350.00	2,048,176.17	294,446.90	53,273.07-	12.86%
Total Certificated Salaries		23,329,821.00	23,329,821.00	21,087,213.66	296,426.90	1,946,180.44	1.27%
Classified Salaries							
2100	Classified Instructional Salaries	2,725,271.00	2,725,271.00	2,260,397.48	.00	464,873.52	0.00%
2200	Classified Support Salaries	1,873,291.00	1,873,291.00	1,657,590.95	105,754.70	109,945.35	5.65%
2300	Classified Supervisors' & Administrators' Salaries	357,391.00	357,391.00	332,054.14	30,186.74	4,849.88-	8.45%
2400	Clerical, Technical, & Office Staff Salaries	1,983,156.00	1,983,156.00	1,757,756.60	96,979.91	128,419.49	4.89%
2900	Other Classified Salaries	711,278.00	711,278.00	556,290.30	720.00	154,267.70	0.10%
Total Classified Salaries		7,650,387.00	7,650,387.00	6,564,089.47	233,641.35	852,656.18	3.05%
Employee Benefits							
3100	State Teachers' Retirement System	3,852,851.00	3,852,851.00	3,545,189.01	41,134.84	266,527.15	1.07%
3200	Public Employees' Retirement System	1,296,835.00	1,296,835.00	1,118,310.49	49,291.18	129,233.33	3.80%
3400	Health & Welfare Benefits	4,596,961.00	4,596,961.00	4,375,390.32	.00	221,570.68	0.00%
3300-3900	All Other Statutory Costs	1,682,191.00	1,682,191.00	1,281,823.54	30,023.06	370,344.40	1.78%
Total Employee Benefits		11,428,838.00	11,428,838.00	10,320,713.36	120,449.08	987,675.56	1.05%
Books and Supplies							
4100	Approved Textbooks and Core Curricula Materials	442,681.00	442,681.00	283,640.21	50,710.31	108,330.48	11.46%
4200	Other Books and Reference Material	48,701.00	48,701.00	8,382.95	.02-	40,318.07	0.00%
4300	Materials & Supplies	937,736.00	896,834.00	293,482.41	33,435.28	569,916.31	3.73%
4400	Noncapitalized Equipment	438,549.00	440,533.00	449,104.70	14,802.48	23,374.18-	3.36%
Total Books and Supplies		1,867,667.00	1,828,749.00	1,034,610.27	98,948.05	695,190.68	5.41%
Services and Other Operating Expenditures							
5200	Travel and Conference	116,098.00	111,723.00	4,800.00	.00	106,923.00	0.00%
5300	Dues and Memberships	43,893.00	45,259.00	26,737.33	.00	18,521.67	0.00%
5400	Insurance	591,180.00	591,180.00	591,180.00	.00	.00	0.00%

[illegible]

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	49,082,331.00		1,095,331.10	47,986,999.90	2.23%
	B. Expenditures	48,521,629.00	48,532,445.00	40,250,135.75	858,877.63	7,423,431.62	1.77%
	C. Subtotal (Revenues LESS Expense)	560,702.00	549,886.00		236,453.47	40,563,568.28	
	D. Other Financing Sources & Uses						
	Source	.00	.00		.00	.00	0.00%
	LESS Uses	.00	.00		.00	.00	0.00%
	E. Net Change in Fund Balance	560,702.00	549,886.00		236,453.47	40,563,568.28	
	F. Fund Balance						
	Beginning Balance (9791)	2,398,960.00	2,398,960.00		8,005,994.68		
	Audit Adjustments (9793)	.00	.00		.00		
	Audit Adjustments (9793)	.00	.00		.00		
	Adjusted Beginning Balance	2,398,960.00	2,398,960.00		8,005,994.68		
	G. Calculated Ending Balance	2,959,662.00	2,948,846.00		8,242,448.15		
	*Components of Ending Fund Balance						
	Legally Restricted (9740)						
	Other Designations (9780)						
	Undesig/Unapprop (9790)	2,959,662.00	2,948,846.00				
	Other				40,250,135.75		