

## Oak Park Unified School District Board of Education Meeting BOARD OF EDUCATION MEETING - April 25, 2023 Agenda - 1081

**Date:** Tuesday, April 25, 2023

Place: Oak Park High School Presentation Room - G9

899 N. Kanan Road, Oak Park, CA 91377

Members of the public will have the right to observe the meeting in person and on <a href="https://www.opusd.org/livestream">www.opusd.org/livestream</a> and offer public comment in person at the meeting.

Time: Closed Session: 5:00 pm

Open Session: 6:00 pm

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**

Denise Helfstein, Board President
Tina Wang, Vice President
Soyon Hardy, Clerk of the Board
Megan Lantsman, Member
Jim Moynihan, Member
Tess Leong, Student Board Member

#### **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 Tammy Herzog, Assistant Superintendent, Educational Services Enoch Kwok, Direct, Educational Technology & Information Systems

Marcus Konantz, Director, Pupil Services

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

Sara Ahl, Director of Extended Care Programs

Brad Benioff, Director of Student Support and School Safety

Next Regular Meeting, Tuesday, May 16, 2023, Oak Park High School, Presentation Room, G9

#### AGENDA IS POSTED AT SCHOOL OFFICES & THE DISTRICT WEBSITE:

https://www.oakparkusd.org/Page/10981

#### 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.

Page

#### 1. CALL TO ORDER CLOSED SESSION: 5:00 pm

#### 2. PUBLIC SPEAKERS - CLOSED SESSION AGENDA ITEMS

The speaker cards are available in the Board Room and must be completed and handed to Ragini Aggarwal, Communications Coordinator/Executive Assistant, prior to the beginning of the meeting. To ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

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

Your comments are greatly appreciated. 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.

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

#### 3.1 PUBLIC EMPLOYEE APPOINTMENT / DISCUSSION

Government Code Section 54957 Position: Principal

### 3.2 **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE:**

Government Code Section 54957

### 3.3 **PUBLIC EMPLOYEE EMPLOYMENT:** Food Services Assistants, Walk-on-Coaches

#### 3.4 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Superintendent

### 3.5 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

#### 3.6 **CONFERENCE WITH LABOR NEGOTIATORS:** Government

Code 54957.6

Agency Designated Representatives: Denise Helfstein, Board President

Unrepresented Employee: Dr. Jeff Davis, Superintendent

#### 4. CALL TO ORDER - RECONVENE IN OPEN SESSION AT:

#### 4.1 Roll Call

### 4.2 Flag Salute

#### 4.3 Report of Closed Session Actions Taken

#### 4.4 Adoption of Agenda

Action Required - Adoption of Agenda and preferential vote of the student board member.

### 4.5 **Public Comments: Speakers on Agenda and Non-Agenda** items

At the meeting, please submit a comment card to Ragini Aggarwal if you wish to address the Board. Please adhere to the stipulated three minutes for your comments. The Board shall limit the total time for

public input on each item to 20 minutes. With Board consent, the
President may increase or decrease the time allowed for public
presentation, depending on the topic and the number of persons
wishing to be heard.

4.6	Recognition of Oak Park High School Girls' Basketball
	Team - CIF Division 5A Champions

- 4.7 Report from the Oak Park Municipal Advisory Council
- 4.8 Report from the Oak Park Education Foundation
- 4.9 Remarks from Board Members
- 4.10 Remarks from Student Board Member
- 4.11 Remarks from the Superintendent
- 4.12 Report on Extended Care Program

Sara Ahl, Director of Extended Care Programs, will provide an update on Club Oak Park.

Club Oak Park Program Update

#### 5. BUSINESS SESSION - 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.

## 5.1 Minutes of the March 21, 2023 Regular Meeting and Special 12 - 18 Meeting held on April 10, 2023

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

Minutes of Regular Meeting 3 21 2023.pdf

Minutes of Special Board Meeting 4-10-2023.pdf

### 5.2 Approve Public Employee Employment/Changes Classified Personnel

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

Classified Personnel Report 4 25 2023.pdf

### 5.3 Approve Public Employee Employment/Changes Certificated Personnel

21

19 - 20

	Certificated Personnel Report 4_25_2023.pdf 💋	
5.4	Ratify Purchase Orders March 1- March 31, 2023  Board Policy 3300 requires Board approval of Purchase Orders.	22 - 27
	Ratify Purchase Orders for March 2023 4 25 2023.pdf	
5.5	Approve Quarterly Report on Williams Uniform Complaints – April 2023	28 - 29
	Education Code 35185 and Administrative Regulation 1312.4 requires Board approval of each quarterly report regarding complaints related to instructional materials, teacher vacancy or misassignment, or facility conditions.	
	Quarterly Williams Complaints Report 4 25 2023.pdf	
5.6	Approve Out of State Trip for the Oak Park High School Rocket Team to Participate in the Team American Rocketry Challenge National Competition, May 18-22,	30 - 31
	<b>2023, in Manassas, VA.</b> Board Policy 6153 requires Board approval for student overnight trips.	
	Approve TARC Out of State Trip for OPHS Rocket Team 4 25 2023.pdf	
5.7	Approve Out of State Travel for Oak Park High School Staff to Attend the ASCA Annual Conference, July 15-18, 2023 in	32
	<b>Atlanta, GA</b> Board Policy 3350 requires Board approval for employees out of state travel.	
	Approve out-of-state travel for staff to attend the ASCA Annual	
	Conference July 15-18, 2023 Atlanta, GA.pdf 🕖	
5.8	Approve Out of State Travel for Oak Park High School Staff to Attend the AP Conference July 19-21, 2023 in Seattle, WA	33
	Board Policy 3350 requires Board approval for employees out of state travel.	
	Approve out-of-state travel for staff to attend the AP Annual	
	Conference July 19-21, 2023 Seattle, WA.pdf 🖉	

Pursuant to Board Policies 4112 and 4212, Board approval is required

for public employee employment and changes.

**EDUCATIONAL SERVICES** 

6.

6.2 Review and Discuss LCAP Education Partners Survey Results Staff will share the results of the LCAP Parents, Students, and Staff surveys on current goals, as well as suggest future areas of focus. Review and Discuss LCAP Survey Results 4 25 2023.pdf  LCAP Educational Partners Survey Results  6.3 Approve Instructional Materials for Contemporary Issues in Education English Course at Oak View High School BP 6161.1 requires Board approval for additional instructional materials. Approve Instructional Materials for Contemporary Issues in Education English Course for OVHS 4 25 2023.pdf   BUSINESS SERVICES  7.1 Discuss Name Change Request of Oak Park Neighborhood School Board Policy 7310 requires that the Board take input from the public at a regular board meeting before adopting any proposed name for a school or facility. Review and Discuss the Name Change Request for OPNS 4 25 2023.pdf   7.2 Accept 2021-22 Annual Audit Reports for Measure S Bond Education Codes 42130 and 42131 and Board Policy 3460 require the Board to approve and certify financial reports filed on behalf of the District. Accept Measure S Bond Audit Report FY 2021-22 4 25 2023.pdf   7.3 Approve 1-year renewal Agreement with Christy White	Review and Approve OPUSD Counseling Services Plan The Counseling Services Plan is in response to District Goal 2C, Deve To Comprehensive Counseling Plan for DK-12.	34 - 50 elop
6.2 Review and Discuss LCAP Education Partners Survey Results  Stoff will share the results of the LCAP Parents, Students, and Staff surveys on current goals, as well as suggest future areas of focus.  Review and Discuss LCAP Survey Results 4 25 2023.pdf  LCAP Educational Partners Survey Results  6.3 Approve Instructional Materials for Contemporary Issues in Education English Course at Oak View High School BP 6161.1 requires Board approval for additional instructional materials.  Approve Instructional Materials for Contemporary Issues in Education English Course for OVHS 4 25 2023.pdf   BUSINESS SERVICES  7.1 Discuss Name Change Request of Oak Park Neighborhood School Board Policy 7310 requires that the Board take input from the public at a regular board meeting before adopting any proposed name for a school or facility. Review and Discuss the Name Change Request for OPNS 4 25 2023.pdf   7.2 Accept 2021-22 Annual Audit Reports for Measure S Bond Education Codes 42130 and 42131 and Board Policy 3460 require the Board to approve and certify financial reports filed on behalf of the District. Accept Measure S Bond Audit Report FY 2021-22 4 25 2023.pdf   7.3 Approve 1-year renewal Agreement with Christy White	approve OPUSD Comprehensive School Counseling Plan	
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Associates for Auditing Services for Fiscal Year 2022-23  Board policy 3312 requires Board approval of contracts for services.	Associates for Auditing Services for Fiscal Year 2022-23	
Approve Audit Agreement Renewal CWA 4 25 2023.pdf	pprove Audit Agreement Renewal CWA 4 25 2023.pdf 🕏	
7.4 Adopt Resolution #2023-07, Participation in CSBA 98-		

7.

#### **California School Cash Reserve Program**

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

Adopt Resolution 2023-07 Cash Reserve Program 4 25 2023.pdf

## 7.5 Authorize Measure S Project 22-21S TK Classrooms at Oak Hills Elementary School and Ratify the Agreement for Architectural Services

145 - 156

Board approval is required to approve projects funded by Measure S Bond Fund, and policy 3312 requires Board approval of contracts for services.

Authorize Measure Project 22-21S and Ratify Architectural Services

Agreement for TK at Oak Hills 4 25 2023.pdf

## 7.6 Ratify the Architectural Services Contract for the Relocation of Four Portable Classrooms at Medea Creek Middle School

157 - 166

Board policy 3312 requires Board approval of contracts for services.

Ratify Architectural Services Agreement for Project 18-21 S Portable

Relocations at MCMS 4 25 2023.pdf

### 7.7 Ratify Agreement with AllConnected for Project 22-20S Network Infrastructure Refresh

167 - 173

Board policy 3312 requires Board approval of contracts for services.

Ratify Contract for Measure S Project 22-20S Network Infrastructure

Refresh 4\_25\_2023.pdf

#### 8. HUMAN RESOURCES

## 8.1 Public Disclosure and Approval of Collective Bargaining Agreement Between the District and Oak Park Teachers Association

174 - 234

Government Code 3547.5 requires public disclosure of the provisions of all collective bargaining agreements.

Approve Collective Bargaining Agreement with OPTA, AB 1200

Disclosure, CBA 4 25 2023.pdf.

# 8.2 Public Disclosure and Approval of Collective Bargaining Agreement Between the District and Oak Park Classified Association

235 - 298

Government Code 3547.5 requires public disclosure of the provisions of

all collective bargaining agreements

Approve Collective Bargaining Agreement with OPCA, AB 1200

Disclosure, CBA 4 25 2023.pdf

# 8.3 Public Disclosure and Approval of Compensation Adjustment for Administrative, Confidential, and Specified Unrepresented Employees

299 - 307

AB 1200 mandates public disclosure of all compensation adjustments to management, confidential, and unrepresented employees.

Approve AB 1200 Disclosure - Admin Confidential Unrepresented

Salary Schedules 4 25 2023.pdf

#### 9. BOARD POLICIES

## 9.1 Approve Amendment to Board Policy and Administrative Regulation 0430 - Comprehensive Local Plan for Special Education

308 - 313

Board Policy 0430 updated to reflect NEW LAW (AB 181, 2022) requiring the State Superintendent of Public Instruction to make publicly available the special education funding each local educational agency (LEA) generates for their Special Education Local Plan Area (SELPA), and for the SELPA, to report to member LEA's the amount of funding each LEA generates for the SELPA. AR updated to reflect NEW LAW (AB 181, 2022), which extends the timeline for developing an annual assurances support plan to July 1, 2027. A template for the annual assurances support plan will be developed by CDE by July 1, 2026. BP/AR 0430 are being submitted with recommendations from CSBA. Approve Amendment to BP/AR 0430 Comprehensive Local Plan Plan for Special Education 4 25 2023.pdf

## 9.2 Approve Amendment to Board Policy and Administrative Regulation 0450 - Comprehensive Safety Plan

314 - 322

Board Policy updated to clarify language related to approval of the tactical response plan and add material regarding the district's requirement to provide data to the California Department of Education pertaining to lockdown or multi-option response drills conducted at district schools. AR updated to reflect NEW LAW (AB 181, 2022), which states Beginning July 1, 2025, if the district is identified by State Board of Education (SBE) as needing an improvement plan related to improvements in services for students with disabilities, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. BP/AR 0450 are being submitted with recommendations from CSBA.

### 9.3 Approve Amendment to Board Policy and Administrative Regulation 0460 - Local Control and Accountability Plan

323 - 330

Board Policy updated to reflect NEW LAW (AB 181, 2022), which states, by January 31, 2025, an Individuals with Disabilities Education Act (IDEA) Addendum adopted by the State Board of Education (SBE) shall be completed by districts which are identified by the California Department of Education (CDE) as needing an improvement plan. Additionally, policy is updated to reflect NEW LAW (AB 181, 2022) requiring the LCAP parent advisory committee to include at least a parent/quardian of currently enrolled students with disabilities. Policy also updated to reflect NEW LAW (SB 997, 2022), which requires, beginning July 1, 2024, districts serving middle or high school students to include two students as full members of the existing parent advisory committee or establish a student advisory committee to provide advice to the Board and the Superintendent or designee. AR updated to reflect NEW LAW (AB 181, 2022), which states Beginning July 1, 2025, if the district is identified by State Board of Education (SBE) as needing an improvement plan related to improvements in services for students with disabilities, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. BP/AR 0460 are being submitted with recommendations from CSBA.

Approve Amendment to BP/AR 0460 Local Control and Accountability

Plan 4 25 2023.pdf

### 9.4 Approve Amendment to Board Policy 3555 - Nutrition Program Compliance

331 - 335

Board Policy updated to clarify that prohibited discrimination includes alleged discrimination on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, or disability. Policy also updated to reflect United States Department of Agriculture CRD memorandum 01-2022, "Application of Bostock v. Clayton County to Program Discrimination Complaint Processing," which clarifies that prohibited sex discrimination includes discrimination on the basis of gender identity and sexual orientation. Policy also updated to include that complaints against a program operator that is not an educational agency shall be filed with or referred to the California Department of Education. BP 3555 is being submitted with recommendations from CSBA.

9.5	Approve Amendment to Board Policy 4030 - Nondiscrimination in Employment Board Policy updated to reflect NEW LAW (SB 523, 2022), which adds reproductive health decision-making as a form of prohibited discrimination and prohibits an employer from requiring an applicant or employee to disclose information relating to an employee's reproductive health decision-making. BP 4030 is being submitted with recommendations from CSBA.  Approve Amendment to BP 4030-Nondiscrimination in Employment 4 25 2023.pdf	336 - 339
OPEN DISC	USSION/FUTURE AGENDA ITEMS	
10.1	<b>Future Special Meetings and Agenda items</b> Board Members may request items to be added to upcoming meetings at this time.	
INFORMAT	ION ITEMS/REPORTS	
11.1	Monthly Cash Flow Report 4 25 2023.pdf	340 - 344
11.2	Monthly Measure S Status Report  Measure S Bond Project Status Report March 2023 4_25_2023.pdf	345 - 349
11.3	Monthly General Fund Report  Monthly General Fund Budget Report 4 25 2023.pdf	350 - 353
11.4	Monthly Attendance Report - Month 7  Monthly Enrollment and Attendance Report Month 7 4 25 2023.pdf	354 - 355
ADJOURNN	MENT:	
	Motion to adjourn required.	
NOTICES:		
13.1	In accordance with the Americans with Disabilities Act (ADA), if you require special accommodations to participate in a board meeting, including but not limited to an American sign	

**10.** 

11.

12.

**13.** 

accommodations 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: <a href="mailto:raggarwal@opusd.org">raggarwal@opusd.org</a>

13.2 Students and parents/guardians can request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. This request must be made in writing to the secretary or clerk of the Board. (Board Bylaw 9322)

**Educating Compassionate and Creative Global Citizens** 

#### MINUTES OF REGULAR BOARD MEETING 3-21-2023 #1079 BOARD OF EDUCATION

#### CALL TO ORDER/MEETING PLACE

The Board of Education President, Mrs. Denise Helfstein, called the regular meeting to order at 5:00 p.m. at Oak Park High School Presentation Room, G9, 899 N. Kanan Road, Oak Park.

Members of the public were able to attend in person.

#### **BOARD PRESENT**

Mrs. Denise Helfstein, President, Mrs. Tina Wang, Vice President, Mrs. Soyon Hardy, Clerk, Mrs. Megan Lantsman, Member, and Mr. Jim Moynihan, Member.

#### STAFF PRESENT

Dr. Jeff Davis, Superintendent, Mr. Adam Rauch, Assistant Superintendent of Business Services, Mr. Stew McGugan, Assistant Superintendent of Human Resources, Mrs. Ragini Aggarwal, Communications Coordinator and Executive Assistant to the Superintendent/Board, and Mr. Jonathan Salt, Legal Counsel.

#### **BOARD ABSENT**

None

#### **PUBLIC COMMENTS**

None

#### 2. ADJOURN TO CLOSED SESSION

Board President, Denise Helfstein reported that in Closed Session the Board would be discussing:

#### 2.1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

#### 2.2. CONFERENCE WITH LEGAL COUNSEL – CONFERENCE WITH LABOR

**NEGOTIATORS**: Government Code 54957.6

Agency Designated Representatives: Adam Rauch and Stewart McGugan Employee Organizations: Oak Park Teachers Association and Oak Park Classified Association

#### 2.3 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE:

Government Code Section 54957

#### **2.4. PUBLIC EMPLOYEE EMPLOYMENT:** Deaf and Hard of Hearing Trainer, Guest Teacher

The Board adjourned to Closed Session at 5:00 p.m.

#### CALL TO ORDER/MEETING PLACE

The Board of Education President, Mrs. Denise Helfstein, called the regular meeting to order at 6:06 p.m.

#### **BOARD PRESENT**

Mrs. Denise Helfstein, President, Mrs. Tina Wang, Vice President, Mrs. Soyon Hardy, Clerk, Mrs. Megan Lantsman, Member, and Mr. Jim Moynihan, Member, Ms. Tess Leong, Student Board Member.

#### **BOARD ABSENT**

None

#### STAFF PRESENT

Dr. Jeff Davis, Superintendent, Mr. Adam Rauch, Assistant Superintendent of Business Services, Mrs. Tammy Herzog Assistant Superintendent of Educational Services, Mr. Brad Benioff, Director of Student Support and School Safety, Mr. Byron Jones, Director of Fiscal Services, and Mrs. Ragini Aggarwal, Communications Coordinator and Executive Assistant.

#### FLAG SALUTE

Denise Helfstein led the Pledge of Allegiance to the Flag.

#### REPORT ON CLOSED SESSION

Board President Mrs. Denise Helfstein reported that the Board took no action in closed session tonight and also took no action at the closed session on March 14<sup>th</sup>.

#### ADOPTION OF AGENDA

On motion of Megan Lantsman, seconded by Jim Moynihan, the Board of Education adopted the agenda as presented. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Tess Leong, Student Board Member – Preferential Vote: Aye.

#### **PUBLIC SPEAKERS**

There were no public speakers.

#### REPORT FROM OAK PARK MUNICIPAL ADVISORY COUNCIL

Jane Nye, Oak Park MAC Chair provided updates on Public Safety Reports, Supervisor Gorell's plan on holding sidewalk office hours and the approval of a new 80ft lattice tower at Fire Station 36.

#### REPORT FROM BOARD MEMBERS

Board Member Soyon Hardy reported that she participated in Legislative Action Week and met with elected representatives to discuss matters pertaining to OPUSD and how the state law makers could support district such as ours. Soyon attended Future Panther Night, Oak Park High Mock College Admissions Night, Brookside Board Office Hours, Curriculum Council and Measure S Subcommittees. Soyon thanked the Natalie Smith and Amanda Fitts for organizing the Mock College Admissions Night and Ragini for sharing the Future Panther Night with DOC families.

Board Member Tina Wang reported she also attended the Oak Park High Mock College Admissions Night, the Oak Park High Board Office Hours, and listened to a webinar on Math Course Taking. Tina thanked the Oak Park High PFA for cosponsoring the Mock College Admissions Night and also thanked Amanda Fitts for all of her work putting this together.

Board Member Jim Moynihan reported he attended opening night of the Addams Family at Oak Park High School, a budget meeting with Board member Tina Wang, Assistant Superintendent Adam Rauch, and Director of Fiscal Services Byron Jones, Board office hours at Oak View High School and Oak Hills Elementary School.

Board Member Megan Lantsman reported that she attended the Board Office Hours at Oak View High School, the Addams Family at Oak Park High School, Slam Poetry at Oak View High School and Legislative Action Week.

Board Member Denise Helfstein reported she attended Board Office Hours at Brookside, Oak Hills and Oak Park High School and shared that the office hours allow a great opportunity to exchange information which helps the Board make more informed decisions and fosters trust within the District. Denise reported that she attended Measure S meetings, Measure S subcommittee meetings, Future Panther Night, Oak View Poetry Slam, Legislative Action week and filled in for Tina at the GATE DAC. Denise acknowledged the GATE DAC for implementing the CogAT screener this year and expressed her pride in our District for implementing the screener for equity reasons.

#### REMARKS FROM STUDENT BOARD MEMBER

Student Board Member Tess Leong believes the new Health Course on the Agenda tonight for Medea Creek Middle School 7th graders is an important and relevant addition to the curriculum. Tess reported she went to the Addams Family on the closing night, she assisted at the Oak Park High School Mock College Night. Tess reported that state testing is underway at the High School and is going well. Tess shared that the ASB spring fling dance will be this weekend and ASB election week for the 2023-24 school year is coming up.

#### REMARKS FROM THE SUPERINTENDENT

Superintendent Dr. Jeff Davis shared acknowledged the work of OPCA negotiating team and President Virginia Standring and OPTA negotiating team and President Russ Peters and our District negotiating team Stew McGugan and Adam Rauch for completing negotiations for the 2022-23 school year. Dr. Davis shared highlights of student achievements this month; Math Counts at Medea Creek Middle School for winning 1st place in the county, Fourth grade student Iris Piyasowan from Red Oak Elementary Schools who took second place in the Ventura County Spelling Bee, Speech and Debate at Oak Park High School who qualified for State, FBLA at Oak Park High School for winning awards at the regional competition and individual team members who qualified for state, The Addams Family production at Oak Park High School and Science Olympiad teams at Oak Park High and Medea Creek Middle School. Dr. Davis thanked Medea Creek Middle School PFA President Brianna Adams for working with the Administrators at Medea on intramural sports which has helped create student connections at Medea. Dr. Davis acknowledged Oak Park High Schools CIF Division 5A Girls Basketball champions, Co-CIF players of the year Lindsay Gould and Delaney White and coach Will Burr who was named CIF Coach of the year. Dr. Davis also thanked all of the teachers and staff who attended the Board and Superintendent office hours.

#### UPDATE ON STUDENT SAFETY AND WELLNESS

Brad Benioff, Director of Student Support and School Safety and Wellness Counselors Fatima Hernandez and Alexis Jordan presented an update on:

- Wellness Centers at Medea Creek Middle School and Oak Park High School
- Early Intervention Data
- Safety Trainings with Commander Pentis

The Board requested staff create a visual mapping by site of student wellness resources and post those resources on each school website.

#### REPORT ON THE NUMBER OF STUDENTS EARNING A GRADE OF D OR F

The Board received a report from Assistant Superintendent Tammy Herzog on strategies implemented to support students who have earned D/F grades or may be at risk of earning D/F grades. The Board requested staff provide objective measures to see how well the interventions are working and to include it in the next update.

REPORT ON OPUSD'S SUSTAINABILITY INITIATIVES AND THE GREEN SCHOOLS CONFERENCE

The Board received a report from Assistant Superintendent Tammy Herzog on OPUSD's Sustainability Initiatives such as the Green Schools National Network, School Site Sustainability Activities, OPUSD Garden Program provided by Debra Leith, and the EEAC Recycling Event. The Board also received an update on the Green Schools Conference that staff attended. The Board requested that the staff review BP 3510 Green School Operations specifically regarding food sorting and waste.

The Board took a break at 8:20 pm and the meeting resumed at 8:24 pm. Tess Leong, student Board member left the meeting at 8:20 pm.

#### 5. CONSENT AGENDA

On motion of Tina Wang, seconded by Jim Moynihan, the Board of Education approved the Consent Agenda. Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Tess Leong, Student Board Member – Preferential Vote: Absent.

- 5.1. Minutes of the February 28, 2023 Regular Meeting and Special Meeting held on March 14, 2023
- 5.2. Approve Public Employee Employment/Changes Classified Personnel
- 5.3. Approve Public Employee Employment/Changes Certificated Personnel
- 5.4. Ratify Purchase Orders February 1- February 28, 2023
- 5.5. Approve a Revised Overnight trip for Oak Park High School Varsity Baseball to Participate in the Lions Tournament, April 2-5, 2023, in San Diego, CA.
- 5.6. Approve Overnight Trip for Oak Park High School Athletic Teams to Attend Spring CIF Play-Offs
- 5.7. Approve Out-of-State Travel for Medea Creek Middle School Staff to Attend the Southeast Conference on School Climate June 5-7, 2023 in Savannah, GA.

#### 6. EDUCATIONAL SERVICES

## **6.1. Approve New Health Course for 7th Grade at Medea Creek Middle School**On motion of Tina Wang, seconded by Soyon Hardy the Board approved the new 7th-grade health class for the 2023-2024 year contingent upon the following conditions:

- The course shall be a 1-year pilot, aligned with California state standards, compliant with BP 6142.8, Comprehensive Health Education, and BP 6142.1, Sexual Health and HIV/AIDS Prevention Instruction, and piloted by the properly credentialed teacher assigned to teach it.
- MCMS will send a communication to the students and parents of rising 7th graders explaining the school's planned change for health education next year and allowing them to revisit their elective choices given this shift.
- Staff will return to the Board of Education with the following:
  - O Positive Prevention Plus, the proposed instructional material for the sexual health and HIV prevention education unit for this course, prior to the end of this school year
  - o An update during the 2023-24 school year to address:
    - the rest of the units in the piloted health course
    - equity concerns and
    - information on how we are delivering comprehensive health education in middle school (6-8) to all our students.

Motion carried Aye: Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Tess Leong, Student Board Member – Preferential Vote: Absent.

6.2. Approve New Courses English Language Development 1-2 & 3-4 at Medea Creek Middle School

- 6.3. Approve New Courses English Language Development 1-2 & 3-4 at Oak Park High School
- 6.4. Approve New Course Theatre Performance & Production at Oak Park High School
- 6.5. Approve New Course Science for Education at Oak View High School
- 6.6. Approve New Course Contemporary Issues in Education at Oak View High School
- **6.7. Approve New Materials Request English 4 Senior Seminar at Oak Park High School** On motion of Soyon Hardy, seconded by Jim Moynihan, the Board approved items 6.2. through 6.7 together as one vote. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No 0. Tess Leong, Student Board Member Absent.

#### 7. BUSINESS SERVICES

7.1. Delegate Authority to the Superintendent to Award Architectural Services Contract for the Relocation of Four Portable Classrooms At Medea Creek Middle School

On motion of Jim Moynihan, seconded by Denise Helfstein the Board delegated authority to the Superintendent to Award Installation Services Contract for Measure S Project 19-17S Emergency Generator for District Administrative Office. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Tess Leong, Student Board Member – Preferential Vote: Absent.

**7.2** Approve Certification of 2022-23 Second Interim Financial Report and Budget Revisions On motion of Jim Moynihan, seconded by Tina Wang, the Board approved Certification of 2022-23 Second Interim Financial Report and Budget Revisions. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Tess Leong, Student Board Member – Preferential Vote: Absent.

#### 8. OPEN DISCUSSION/FUTURE AGENDA ITEMS

The Board scheduled the following meetings:

• Special Meeting to be held on April 10<sup>th</sup> to Discuss Board Strategic Priorities

#### **ADJOURNMENT**

On motion of Tina Wang, seconded by Soyon Hardy, there being no further business before this Board, the regular meeting held on March 21, 2023, is declared adjourned at 10:01 p.m.

Date	President of the Board
Date	Clerk or Secretary of the Board

### MINUTES OF SPECIAL BOARD MEETING 4-10-2023 #1080 BOARD OF EDUCATION

#### CALL TO ORDER/MEETING PLACE

The Board of Education President, Mrs. Denise Helfstein, called the special meeting to order at 5:03 p.m. at Oak Park Unified School District, Conference Room, 5701 Conifer Street, Oak Park.

Members of the public were able to attend in person.

#### **BOARD PRESENT**

Mrs. Denise Helfstein, President, Mrs. Tina Wang, Vice President, Mrs. Soyon Hardy, Clerk, Mrs. Megan Lantsman, Member, and Mr. Jim Moynihan, Member.

#### **BOARD ABSENT**

None

#### STAFF PRESENT

Dr. Jeff Davis, Superintendent

#### **PUBLIC COMMENTS**

None

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

#### 1. SUPERINTENDENT'S GOALS

The Board adjourned to Closed Session at 5:04 p.m.

#### CALL TO ORDER/MEETING PLACE

The Board of Education President, Mrs. Denise Helfstein, called the special meeting to order at 6:28 p.m. at Oak Park Unified School District, Conference Room, 5801 Conifer Street, Oak Park.

#### **BOARD PRESENT**

Mrs. Denise Helfstein, President, Mrs. Tina Wang, Vice President, Mrs. Soyon Hardy, Clerk, Mrs. Megan Lantsman, Member, and Mr. Jim Moynihan, Member.

#### **BOARD ABSENT**

None

#### STAFF PRESENT

Dr. Jeff Davis, Superintendent, Mr. Adam Rauch, Assistant Superintendent of Business Services, Mrs. Ragini Aggarwal, Communications Coordinator and Executive Assistant to the Superintendent/Board, F3 Governance Consultants Terilyn Finders and Dr. Sandra Lyon.

#### FLAG SALUTE

Denise Helfstein led the Pledge of Allegiance to the Flag.

#### REPORT ON CLOSED SESSION

Board President Mrs. Denise Helfstein reported that the Board took no action in closed session tonight.

#### ADOPTION OF AGENDA

On motion of Tina Wang, seconded by Jim Moynihan, the Board of Education adopted the agenda as presented. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Absent -0.

#### **PUBLIC COMMENTS**

None

#### **OPEN SESSION**

#### **B. BUSINESS SERVICES**

1. <u>Approve Resolution #2023-06, California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE)</u>

On motion of Soyon Hardy, seconded by Jim Moynihan, the Board of Education approved the Resolution #2023-06, California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE). Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0. Absent – 0.

#### C. BOARD RETREAT

1. <u>Discuss OPUSD's Vision, Values, Goals, and Objectives for the 2023-2024</u> School Year

The Board reviewed the current year's goals, the LCAP goals and survey data identified strategic priorities for the next school year. The board formed a sub-committee consisting of Board member Tina Wang and Soyon Hardy to work with the governance consultants on developing a graduate student profile for OPUSD. The Board will continue refining the strategic priorities in the existing sub-committee consisting of Board members Denise Helfstein and Soyon Hardy working with governance consultants and schedule another special governance retreat to discuss the recommendations of the sub-committees.

There being no further business before this Board, the special meeting held on April 10, 2023 is declared adjourned at 9:27 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:** APRIL 25, 2023

SUBJECT: APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

ISSUE: APPROVAL/RATIFICATION OF CLASSIFIED PERSONNEL ACTIONS

CONSENT

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Number	Name	Position	Start Date	Fund	Site
CL254464	Delaney Lampinen	Walk-On-Coach - Not to Exceed \$3,500.00	2/11/2023	Coaches, Athletics	OPHS
CL254465	Alexa Birt	Walk-On-Coach - Not to Exceed \$3,500.00	2/11/2023	Coaches, Athletics	OPHS
CL254466	Rachael Nestel	Walk-On-Coach - Not to Exceed \$3,500.00	4/10/2023	Coaches, Athletics	OPHS
CL254467	Trevor Julian	Walk-On-Coach - Volleyball Coach	4/12/2023	Coaches, Athletics	MCMS
CL254468	Lauren Aloy	Food Service Assistant	4/11/2023	Fund 130	OPHS
CL254469	Dina Mora	Food Service Assistant	4/10/2023	Fund 130	BES

#### **AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
CL254470	Monika Agrawal	School Psych	2/13/2023	Special Ed	\$1,480	DO
CL254471	Loretta Brown	AP Exam Coordination	3/1/2023	AP Exam	\$1,000	OPHS
CL254472	Angela Giraldo	AP Exam Coordination	3/1/2023	AP Exam	\$1,500	OPHS
CL254473	Haluki Sadahiro	Assistant coach Track	1/24/2023	ASB Donation	\$1,000	OPHS
CL254474	William Burr	Girls Head Basketball Coach	2/9/2023	ASB Donation	\$500	OPHS
CL254475	Evan Schneider	Performing Arts Coach	1/10/2023	OPIMA	\$400	OPHS
CL254476	Alexa Birt	Performing Arts Coach	1/10/2023	OPIMA	\$2,430	OPHS
CL254477	Delaney Tampinen	Performing Arts Coach	1/10/2023	OPIMA	\$572	OPHS
CL254478	Brandon Heidt	Post Season Boys Head Soccer Coach	2/9/2023	ASB Donation	\$100	OPHS
CL254479	Tori Nisperos	AP Reader	2/21/2023	PFA	\$383	OPHS

#### **IN-SERVICE CHANGE**

Number	Name	Change	Effective Date	Fund	Site
CL254480	Laura Torrance	IA II SpEd Return from LOA	3/20/2023	SpEd	MCMS
CL254481	Jeremy Lipton	Campus supervisor Increase in hours to 15.50	3/10/2023	General	MCMS
CL254482	Melissa Curtis	Department Assistant II HR from Department Assistant I	3/15/2023	General	DO
CL254483	Debra Dobbie	Student Services Assistant frm Instructional Assistant I L&N	7/31/2023	General	BES
CL254484	Shannon Curtis	Instructional Assistant II SpEd Site change BES to OPHS	4/11/2023	SpEd	OPHS
CL254485	Shannon Curtis	Campus Supervisor Re-classified from IA II SpEd	4/26/2023	General	OPHS

#### SEPARATION

Number	Name	Position	Effective Date	Separation Type	Site
CL254486	Shannon Konefal	Library Media Technician	4/12/2023	39-Month Rehire	MCMS

TO: MEMBERS, BOARD OF EDUCATION FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

CL254487	Arturo Morales	Custodian	6/30/2023	Retirement	OHES
CL254488	Shelly Resnick	Instructional Assistant II SpEd	6/1/2023	Retirement	BES
CL254489	Louise Stralka	Instructional Assistant II SpEd	6/30/2023	Retirement	MCMS
CL254490	Joanne Fritzen	Library Media Technician	6/3/2023	Retirement	ROES
CL254491	Bruce Arauzo	Instructional Assistant III Behavior	4/28/2023	Resignation	ROES
CL254492	Bryan Arauzo	Instructional Assistant III Behavior	4/28/2023	Resignation	OHES

Prepared by: Stewart McGugan Assistant Superintendent, Human Resources

Respectfully Submitted,

Jeff Davis, Ed.D
Superintendent

TO: MEMBERS, BOARD OF EDUCATION FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT

ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS

CONSENT

#### **AUTHORIZATION TO PAY STIPEND**

Number	Name	Position	Start Date	Fund	Salary	Site
	Rob Large	Math Counts State Comp	03/18/2023	PFA	\$100.00	MCMS
	Sandra Hirano	Class Size Overages (March 2023)	03/01/2023	General	\$460.00	BES
	Brandie Pryor	Class Size Overages (March 2023)	03/01/2023	General	\$460.00	BES
	Allison Elbaz	Class Size Overages (March 2023)	03/01/2023	General	\$460.00	BES
	Erik Squire	Class Size Overages (March 2023)	03/01/2023	General	\$460.00	BES
	Vic Anderson	Class Size Overages (March 2023)	03/01/2023	General	\$100.00	OPHS
	Erik Amerikaner	Class Size Overages (March 2023)	03/01/2023	General	\$30.00	OPHS
	Kathy Bowman	Class Size Overages (March 2023)	03/01/2023	General	\$114.00	OPHS
	Eric Pryor	Class Size Overages (March 2023)	03/01/2023	General	\$92.00	OPHS
	Tim Chevalier	Class Size Overages (March 2023)	03/01/2023	General	\$310.00	OPHS
	Jeff Smith	Class Size Overages (March 2023)	03/01/2023	General	\$165.00	OPHS
	Danielle McKendry	Class Size Overages (March 2023)	03/01/2023	General	\$460.00	ROES
	Tahnee Munoz	Class Size Overages (March 2023)	03/01/2023	General	\$690.00	ROES
	Lynnae Gaeta	Class Size Overages (March 2023)	03/01/2023	General	\$690.00	ROES
	Maureen McDowell	Class Size Overages (March 2023)	03/01/2023	General	\$230.00	ROES
	Alexis Ma	Class Size Overages (March 2023)	03/01/2023	General	\$460.00	ROES
	Amy Buccino	Class Size Overages (March 2023)	03/01/2023	General	\$230.00	ROES

Prepared by: Stewart McGugan Assistant Superintendent, Human Resources

Respectfully Subr	nitted,
Jeff Davis, Ed.D.	
Superintendent	

TO: MEMBERS, BOARD OF EDUCATION								
FROM:	DR. JEF	JEFF DAVIS, SUPERINTENDENT RIL 25, 2023						
DATE:	APRIL 2							
<b>SUBJECT:</b>	RATIFY	PURCHASE ORDERS – M	IARCH 1 THROUGH	MARCH 31, 2023				
				CONSENT				
ISSUE:		Shall the Board ratify the for 1 through March 31, 2023?		s issued for the period March				
BACKGROUN	D:	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 orders from March 1 through March 31, 2023?						
FISCAL IMPA	CT:	All purchase orders listed are approved by an administrator and included in the Budget.						
BOARD POLI	CY:	Pursuant to Board Policy 3300 Expenditures/Expending Authority - The Board is required to review all transactions entered into by the Superintendent or designee on behalf of the Board every 60 days. (Education Code 17605)						
GOAL:		In support of District Goal #4- Utilizing resources efficiently and responsibly.						
ALTERNATIV	ES:	<ol> <li>Ratify the Purchase Order Report as submitted.</li> <li>Do not ratify the Purchase Order Report.</li> </ol>						
RECOMMENI	DATION:	Alternative No. 1						
		Director Fiscal Services Assistant Superintendent, B	usiness and Administrat	tive Services				
			Respectfu	ally submitted,				
			Jeff Davis Superinte					
Board Action: C	n motion o	f, secon	ded by	, the Board of Education:				
VOTE: Hardy Helfstein Lantsman Moynihan Wang Student Rep.	AYES	NOES	ABSTAIN	ABSENT				

#### **Board Report by Fund/Object**

PO Number	Vendor Name	Loc	Description	Fund Object	Accoun Amoun
010-4100	Approved Textbooks and Cor	e Cu		·	
P23-00689	Fedex Kinkos Customer Administ rative Servic	005	FedEx Invoice for Returns	010-4100	1,377.01
P23-00698	Amazon Capital Services, Inc.	005	BES 4th Gr RWW Books	010-4100	140.20
			Total:010-4100 Approved Textbo	oks and Core Cu	1,517.21
010-4330	Other Materials and Supplies	N			
B23-00146	Revolution Office	012	Open PO: Printer Supplies	010-4330	1,536.25
B23-00193	Uline	004	Thermal Labels for Badge Printers Districtwide	010-4330	1,000.00
P23-00450	Musicians Friend	012	AMIMBG: Intro to Audio	010-4330	7,070.46
P23-00493	Wenger Corporation	012	Arts & Music Block Grant: Instrument Storage	010-4330	15,588.52
P23-00652	Geary Pacific Supply	004	2022/23 M & O Materials and Supplies as needed	010-4330	1,196.15
P23-00653	Amazon Capital Services, Inc.	013	Books & Materials/Oth Supply	010-4330	99.67
P23-00654	Amazon Capital Services, Inc.	004	Vinyl Lettering M & O	010-4330	29.53
P23-00655	Amazon Capital Services, Inc.	013	Misc Supply/Disc/Other Supply	010-4330	53.61
P23-00660	Ecobee Ltd.	004	Ecobee Renewal Service 2022/2023 DW	010-4330	4,800.00
P23-00661	Amazon Capital Services, Inc.	013	Supply/Oth Suppl Software/SWP	010-4330	160.86
P23-00663	Performance Nursery Corp DBA S outh Bay Gardens	004	2022/23 Materials and Supplies as needed DW	010-4330	750.00
P23-00664	Amazon Capital Services, Inc.	004	M & O Vehicle Towing Materials	010-4330	27.86
P23-00665	Amazon Capital Services, Inc.	004	Lockers for OPHS	010-4330	332.11
P23-00666	Amazon Capital Services, Inc.	013	MiscSupplies/Wellness/PFA	010-4330	174.87
P23-00667	VCSCA	015	Counselor Training	010-4330	65.00
P23-00668	Amazon Capital Services, Inc.	013	Oth Suppl/Desc	010-4330	121.88
P23-00669	Amazon Capital Services, Inc.	004	Amazon - Vents for Containers	010-4330	318.50
P23-00671	Amazon Capital Services, Inc.	013	Oth/Supp/Eng/CTEIG	010-4330	148.76
P23-00672	Amazon Capital Services, Inc.	800	OT supply order	010-4330	16.61
P23-00674	Southwest School Supply	004	Office Furniture per Ergonomic Evals	010-4330	1,658.45
P23-00675	Southwest School Supply	004	Stand Up Desk per Ergonomic Review	010-4330	761.64
P23-00692	Amazon Capital Services, Inc.	004	M & O Lights for Vehicle	010-4330	26.99
P23-00694	Decker Equipment	004	Parts needed for repair M & O	010-4330	1,232.83
P23-00695	Carolina Biological Supply Co	013	Sci Suppl/Oth Suppl/Science/PFA	010-4330	2,783.67
P23-00699	Amazon Capital Services, Inc.	004	M & O Rain Jacket	010-4330	48.25
P23-00700	Revolution Office	012	Disc.: Classroom Printer	010-4330	310.92
P23-00704	Revolution Office	013	Oth Suppl/Disc	010-4330	621.84
P23-00706	Amazon Capital Services, Inc.	009	Riso ink and masters	010-4330	418.23
P23-00709	Amazon Capital Services, Inc.	009	Health Office order	010-4330	150.77
P23-00710	Amazon Capital Services, Inc.	004	M & O Purchase	010-4330	216.85
T23-00044	Amazon Capital Services, Inc.	007	Tech Supplies	010-4330	351.53
T23-00045	Amazon Capital Services, Inc.	007	Tech Supplies - laptop dongles	010-4330	218.14

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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#### **Board Report by Fund/Object**

PO Number	Vendor Name	Loc	Description	Fund Object	Accoun Amoun
T23-00048	Amazon Capital Services, Inc.	007	Tech Supplies - etherdongles + Yubico	010-4330	206.71
T23-00051	Amazon Capital Services, Inc.	007	Tech Supplies - Earbuds for Testing	010-4330	332.86
			Total:010-4330 Other Materials	s and Supplies N	42,830.32
010-4410	Equipment New Non-Capitaliz	ed			
T23-00043	Amazon Capital Services, Inc.	007	Tech Supplies - Wireless Keyboards	010-4410	521.04
T23-00046	John Paul dba Blue Violet Netw orks, LLC	007	Security Cameras for BES	010-4410	10,397.74
T23-00047	Apple Computer, Inc. Ms198-3ED	007	MacBook Airs for OVHS	010-4410	46,045.44
T23-00049	Compuwave Inc.	007	Dell Small Form Factor Computer (MS SecCam)	010-4410	878.38
			Total:010-4410 Equipment New	Non-Capitalized	57,842.60
010-5200	Travel and Conference				
P23-00678	VCOE	000	2022-23 Teacher Induction Program	010-5200	16,225.00
P23-00701	Warner Bros. Studio Tour	012	CTEIG: AME field trip	010-5200	2,898.00
T23-00050	JAMF	007	JAMF Training Pass for Certifications	010-5200	4,500.00
			Total:010-5200 Travel	and Conference	23,623.00
010-5600	Rents, Leases, and Repairs				
P23-00656	TD Sports, Inc. Sport Court of So. CA	004	BBall Hoop Installation @MCMS PFA Funded	010-5600	45,000.00
P23-00657	Sports Facilities Group	004	Gym Bleacher Service Call @OPHS	010-5600	1,000.00
P23-00676	Reliable Cabling Solutions	004	Add Strobelight to Emergency PA Alarm System	010-5600	3,304.00
P23-00677	Reliable Cabling Solutions	004	Add Speakers to Emergency PA 010-5600 Alarm System		2,900.00
P23-00684	M/M Mechanical, Inc	004	Emergency Sewer Drain Repair @ROES	010-5600	9,000.00
P23-00686	Precision Plumbing	004	Rebuild Beeco Pressure Valve @OPHS	010-5600	472.00
P23-00707	Fence Factory	004	Repair Crash Out Gates @OPHS and ROES	010-5600	887.65
			Total:010-5600 Rents, Leas	ses, and Repairs	62,563.65
010-5820	Other Operating Expense				
P23-00275	Coach America	012	DON: Buses 7th Gr Pali Trip	010-5820	7,250.00
P23-00479	Los Angeles Charter Transporta tion, Inc	012	Opima: Buses for Knott's	010-5820	3,070.00
P23-00651	Art Trek, Inc.	005	22-23 OHES Art Trek Spring Session	010-5820	19,712.50
P23-00658	Childrens Museum of SB MOXI T he Wolf Museum of E&I	009	Donation 2nd grade Moxie field trip	010-5820	1,639.00
P23-00659	TUMBLEWEED EDUCATIONAL ENTERPR ISES INC	009	Donation Field Trip	010-5820	1,550.00
P23-00662	Grad Awards LLC	012	CJSF: Awards	010-5820	469.54
P23-00670	Wildlife Experience	010	3rd Grade Wildlife Experience Program On-Campus	010-5820	425.00

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#### **Board Report by Fund/Object**

PO Number	Vendor Name	Loc	Description	Fund Object	Accoun Amoun
P23-00673	Amazon Capital Services, Inc.	001	Materials for Certificates	010-5820	100.00
P23-00682	Los Angeles Charter Transporta tion, Inc	012	Culm: Universal Buses	010-5820	10,520.00
P23-00683	VCOE	000	VCOE - Para Educational Support - 2022-2023	010-5820	45,769.25
P23-00685	Ventura County Behavioral Heal th	000	OPUSD ERSES Services 7/1/22 - 9/30/22	010-5820	44,672.17
P23-00688	PEARSON ASSESSMENTS ORDER PROC ESSING	000	Assessment Scoring Licenses - SpEd Psychs	010-5820	10,500.00
P23-00691	Document Tracking Service, LLC	005	2023 Updated DTS Contract	010-5820	1,805.00
P23-00697	TLC Sportswear	010	T-shirts for 3 Piggy Opera	010-5820	583.44
P23-00702	Southwinds Transportation	011	Parent funded field trip	010-5820	1,761.20
P23-00703	Rancho Simi Recreation & Park District	011	Parent funded 3rd grade event	010-5820	134.00
P23-00705	Wonder Workshop, Inc	009	Donation PTA Innovation	010-5820	1,603.39
			Total:010-5820 Other Op	erating Expense	151,564.49
10-5900	<b>Telephone and Communications</b>				
P23-00689	Fedex Kinkos Customer Administ rative Servic	005	FedEx Invoice for Returns	010-5900	639.39
			Total:010-5900 Telephone and 0	Communications	639.39
120-4330	Other Materials and Supplies N				
P23-00690	Amazon Capital Services, Inc.	028	Toner for Ext, Care printers	120-4330	76.14
			Total:120-4330 Other Materials	s and Supplies N	76.14
30-5820	Other Operating Expense				=== 0.0
FS23-00026	3 Wire LLC	025	BES oven maintenance	130-5820	750.00
			Total:130-5820 Other Op	perating Expense	750.00
11-4330	Other Materials and Supplies N				
P23-00680	Clark Security/Anixter, Inc	004	Proj 22-14S Door Upgrades DW Materials	211-4330	10,000.00
P23-00681	Intermountain Lock & Security	004	Proj 22-14S Door Upgrades DW Materials	211-4330	10,000.00
P23-00708	Home Depot	004	Proj 22-14S Materials for Doors	211-4330	2,000.00
			Total:211-4330 Other Materials	s and Supplies N	22,000.00
11-5820	Other Operating Expense				
P23-00679	Barnhart Balfour Beatty, Inc B alfour Beatty Construction	004	CM Services Feb 2023 #58000	211-5820	5,220.00
			Total:211-5820 Other Op	erating Expense	5,220.00
11-6179	Site Construction/Change Order				
P23-00693	Finish Line Paving, Inc.	004	Proj 18-21S Repair, slurry/restripe 1/2 court MCMS	211-6179	4,150.00
			Total:211-6179 Site Construction	on/Change Order	4,150.00

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ESCAPE ONLINE
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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-00696	Ardalan Construction Company, Inc.		Proj 19-17S Install Emergency Generator @DO	211-6209	124,900.00
			Total:211-6209 Main	Construction-Buildings	124,900.00
211-6272	<b>Construction Management Fees</b>			_	
P23-00679	Barnhart Balfour Beatty, Inc B alfour Beatty Construction	004	CM Services Feb 2023 #58000	211-6272	10,960.00
			Total:211-6272 Constru	ction Management Fees	10,960.00
211-6500	Equipment Replacement \$5000+			_	
T23-00052	Compuwave Inc.	007	Proj 22-02S Computer Refresh - PC + monitors	SFF 211-6500	6,921.51
			ent Replacement \$5000+	6,921.51	
		Total Nu	umber of POs 76	 Total	515,558.31

#### **Fund Recap**

Fund	Description	PO Count	Amount
010	General Fund	67	340,580.66
		Total Fiscal Year 2023	340,580.66
120	Child Development Fund	1	76.14
		Total Fiscal Year 2023	76.14
130	Cafeteria Fund	1	750.00
		Total Fiscal Year 2023	750.00
211	Measure S Facilities & Tech	7	174,151.51
		Total Fiscal Year 2023	174,151.51
		 Total	515,558.31

#### **Location Key**

009 Brookside Elementary School

011 Red Oak Elementary School

012 Medea Creek Middle School

013 Oak Park High School

015 Oak View High School

023 Oak Park Neighborhood School

028 Extended Care

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

#### Includes Purchase Orders dated 03/01/2023 - 03/31/2023

#### **PO Changes**

		Fund/		
	New PO Amount	Object	Description	Change Amoun
010-4330	Other Materials and S			
B23-00094	2,500.00	010-4330	General Fund/Other Materials and Supplies N	500.00
B23-00095	3,300.00	010-4330	General Fund/Other Materials and Supplies N	500.00
B23-00096	1,500.00	010-4330	General Fund/Other Materials and Supplies N	1,000.00
B23-00100	2,000.00	010-4330	General Fund/Other Materials and Supplies N	1,000.00
B23-00109	22,391.32	010-4330	General Fund/Other Materials and Supplies N	2,391.32
B23-00111	1,000.00	010-4330	General Fund/Other Materials and Supplies N	1,000.00
B23-00112	2,182.00	010-4330	General Fund/Other Materials and Supplies N	782.00
B23-00137	2,500.00	010-4330	General Fund/Other Materials and Supplies N	1,000.00
B23-00164	2,108.75	010-4330	General Fund/Other Materials and Supplies N	500.00
P23-00009	500.00	010-4330	General Fund/Other Materials and Supplies N	200.00
			Total:010-4330 Other Materials and Supplies N	6,873.32
<b>010-5600</b> P23-00159	Rents, Leases, and R 1,300.00	<b>epairs</b> 010-5600	General Fund/Rents, Leases, and Repairs	119.51
			Total:010-5600 Rents, Leases, and Repairs	119.51
130-4330	Other Materials and S	Supplies N		
FS23-00007	70,000.00	130-4330	Cafeteria Fund/Other Materials and Supplies N	10,000.00
FS23-00018	1,000.00	130-4330	Cafeteria Fund/Other Materials and Supplies N	300.00
			Total:130-4330 Other Materials and Supplies N	10,300.00
130-4700	Food Purchases			
FS23-00001	210,000.00	130-4700	Cafeteria Fund/Food Purchases	40,000.00
FS23-00006	140,000.00	130-4700	Cafeteria Fund/Food Purchases	17,772.51
FS23-00013	49,500.00	130-4700	Cafeteria Fund/Food Purchases	6,447.00
FS23-00019	49,500.00	130-4700	Cafeteria Fund/Food Purchases	9,500.00
			Total:130-4700 Food Purchases	73,719.51
130-5600	Rents, Leases, and R	epairs		
FS23-00005	1,500.00	130-5600	Cafeteria Fund/Rents, Leases, and Repairs	1,000.00
			Total:130-5600 Rents, Leases, and Repairs	1,000.00
211-6209	Main Construction-Bu	•		
P20-00437	2,964,442.99	211-6209	Measure S Facilities & Tech/Main Construction-Buildings	995.00
			Total:211-6209 Main Construction-Buildings	995.00
			Total PO Changes	91,017.34

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ESCAPE ONLINE

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TO:	BOAF	BOARD OF EDUCATION									
FROM:	DR. J	DR. JEFF DAVIS, SUPERINTENDENT									
DATE:	APRIL 25, 2023										
SUBJECT		APPROVE QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS – APRIL 2023									
		CONSENT									
ISSUE:		Shall the Board - April 2023?	d of Education App	rove the Quarterly W	illiams Uniform Complaints						
BACKGROUND:		passed several many requirem complaint proc complaints reg	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 misassignment, and hazardous conditions of school facilities.								
		summarized da on a quarterly l For the quarter	nta on the nature and basis to the Board o	of Education and the of 1, 2023 through Ma	designee to report Illiams Uniform Complaints County Office of Education. arch 31, 2023 there were no						
FISCAL IMP	ACT:	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 I	LCAP Goal #1 - Sup	pport high academic	achievement for all students						
ALTERNATI	VES:	<ol> <li>Approve the Quarterly Report on Williams Uniform Complaints – April 2023.</li> <li>Do not approve the Quarterly Report on Williams Uniform Complaints.</li> </ol>									
RECOMMEN	DATIO	N: Alternative	#1.								
			R	espectfully submitte	d,						
				Jeff Davis, Ed.D. Superintendent							
Board Action:	On moti	on of	, seconde	d by	, the Board of Education:						
VOTE: Hardy Helfstein Lantsman Moynihan Wang Student Rep		YES	NOES	ABSTAIN	ABSENT						

## Quarterly Report on Williams Uniform Complaints [Education Code Section 35186]

Fiscal Year 2022-23

District:		Oak Park Unified School District						
Person comp	leting this	s form:	Tammy Herzog					
Title:			Assistant Superintendent of Educational Services					
Quarterly Rep	oort Subr	nission Date	e: 🗖	Octo	ber 31, 2022	2 (	7/1/22 1	to 9/30/22)
(check one)				Janı	uary 31, 2023	3 (	10/1/22	2 to 12/31/22)
				Apri	I 28, 2023	(	1/1/23 1	to 3/31/23)
				July	31, 2023	(	4/1/23 1	to 6/30/23)
Date for infor	mation to	be reported	d public	cly at	governing bo	oard meeti	ng: 4/2	25/2023
Please check	the box	that applies	<u>.</u>					
	No comp		filed w	vith ar	ny school in th	he district (	during t	he quarter
	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 Comp		Comp	# of laints		# Reso	lved	# (	Jnresolved
Textbooks Instructio	nal	0						

Textbooks and Instructional Materials	0	
Teacher Vacancy or Misassignment	0	
Facilities Conditions	0	
Totals	0	

Dr. Jeff Davis	
Name of District Superintendent	Signature of District Superintendent

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2022

SUBJECT: APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL ROCKETRY

TEAM TO THE TEAM AMERICA ROCKETRY CHALLENGE FINAL - MAY 18

- 22, 2023.

**ACTION** 

**ISSUE:** Shall the Board approve an overnight field trip for the OPHS Rocketry Team to

Manassas, Virginia?

**BACKGROUND:** Principal, Mat McClenahan, requests approval for the Team American Rocketry

Challenge National Competition (TARC) scheduled for May 18<sup>th</sup> – 22<sup>nd</sup>, 2023 in Manassas, VA. 5 students, and 1 OPHS staff chaperone and one parent volunteer will travel to the Flyaway in Van Nuys, CA. They will fly on United Airlines to Washington D.C. Dulles Airport. The trip departs on Thursday, May 18<sup>th</sup> at approximately 4 p.m. and return on Sunday, May 22<sup>nd</sup> at approximately 9 p.m. The team and chaperone will stay at the Comfort Suites Manassas Battlefield Park, Manassas, VA. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved *Field Trip* 

Planning/Checklist have been met.

**FISCAL IMPACT:** The cost is \$1,007 per student (this includes a significant contribution toward

the full expenses). The remainder will be paid from the Rocketry ASB Account. Staff chaperone costs will be funded through the PFA. Funding source is the ASB Rocketry Team Fund and is included in the ASB 2022-2023

Budget.

**BOARD POLICY:** Pursuant to Board Policy 6153 School Sponsored Trips – Requests for field

trips involving out-of-state, out-of-country, or overnight travel require Board

approval prior to the trip.

**GOAL**: In support of OPUSD goal 2.B – Increase extracurricular program offerings

and participation in all TK-12 schools.

ALTERNATIVES:

1. Approve overnight trip for Oak Park High School Rocketry Team –

Manassas, VA.

2. Do not approve overnight trip for Oak Park High School Rocketry Team

trip.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Mat McClenahan, Principal, Oak Park High School

Respectfully submitted,

Jeff Davis, Ed.D.

Superintendent

BOARD OF EDUCATION, APRIL 25, 2023 Approve an overnight field trip for the OPHS Rocketry Team to Manassas, Virginia Page 2

Board Action: Or	n motion of	, seconde	ed by	, the Board of Education:
VOTE: Hardy Helfstein Lantsman Moynihan Wang Student Rep	AYES	NOES	ABSTAIN	ABSENT

TO:	MEMBERS, BOARD OF EDUCATION  DR. JEFF DAVIS, SUPERINTENDENT							
FROM:								
DATE:	APRI	L 25, 2023						
SUBJECT:	AMEI	OVE OUT OF STATE TRAVEL FOR STAFF TO ATTEND THE RICAN SCHOOL COUNSELOR ASSOCIATION (ASCA) ANNUAL TERNECE, JULY 15-18, 2023, ATLANTA, GA						
ISSUE:			American School Coun		el for certificated employee (ASCA) Annual			
BACKGROU	ND:	Oak Park High School would like to send Fatima Hernandez to the ASCA Annual Conference in Atlanta, GA. The ASCA is the premier national community for school counselors. The annual conference brings together the latest research and high-quality professional development for school counselors. This year's theme is Dream Big and will feature four days of breakout sessions, general sessions and networking events, allowing attendees to enhance their school counseling knowledge, improve their school counseling program and network with other school counselors to discover best practices in the field. Fatima will be able to share these information and best practices shared at the conference with the counselors at OPUSD.						
FISCAL IMP	ACT:	The cost of the conference and travel is \$2,500. Funding Source is the Ment Health Grant.						
BOARD POL	ICY:	Pursuant to Board Policy BP3350 all out-of-state travel shall be approved in advance by the Board.						
GOAL:		In Support of OPUSD Goal 2 Professional Excellence - Provide comprehensive training for wellness counselors.						
ALTERNATI	IVES:	<ol> <li>Approve out of state travel for certificated employees to attend the ASCA Annual Conference.</li> <li>Do not approve.</li> </ol>						
RECOMMEN	NDATIC	N: Alternati	ive #1	Respe	ectfully submitted,			
					avis Ed.D., intendent			
Board Action: VOTE: Hardy Helfstein Lantsman Moynihan Wang Student Rep.		AYES	, seconded by NOES	ABSTAIN	, the Board of Education: ABSENT			

TO:	MEMB	MEMBERS, BOARD OF EDUCATION								
FROM:										
DATE:										
SUBJECT:		ROVE OUT OF STATE TRAVEL FOR CERTIFICATED EMPLOYEE TO END THE AP ANNUAL CONFERNECE, JULY 19-21, 2023, SEATTLE, WA CONSENT								
ISSUE:					of Educa Annual			out of state	e trave	l for certificated employee
BACKGROUND:  Oak Park High School would Conference in Seattle, WA. A In the past few years there have rubrics for the AP Art exam. To changed as well as the actual upload. Oak Park High School conference so that she can bette Art Exam. The information from the other AP Art teachers.				VA. An re have xam. The actual part hacked part for an bette ion fror	na has been cone num ohysica ool fee r guide	been teach hanges to ber of piece l art submit ls Ana we the studen	the request to sissions rould into on the single contract of the single contract on the single contract of the single contract on the sin	P Studio Art for 30 years. uirements, guidelines, and ubmit for the portfolio has has become an all-digital benefit greatly from this the requirement for the AP		
FISCAL IMPACT: The cost of the conference and travel is \$2,635. Funding Sourc Effectiveness Block Grant.						nding Source is Educator				
<b>BOARD POLICY:</b> Pursuant to Board Policy BP3350 all out-of-st advance by the Board.				out-of-state	travel	shall be approved in				
GOAL: In Support of OPUSD Goal 1 Professional Excellence Invest in our talented network of dedicated employees, recognizing					recognizing our own.					
ALTERNATI	ALTERNATIVES:  1. Approve out of state travel for certificated employees to attend to Conference on School Climate.  2. Do not approve.					ees to attend the Southeast				
RECOMMEN	(DATIO	N:	Alterna	ative	#1			F	Respec	tfully submitted,
										vis Ed.D., tendent
Board Action:	On motic	on o	of		, So	econde	d by			_, the Board of Education:
VOTE: Hardy Helfstein Lantsman Moynihan Wang Student Rep.	A	YE	ES		NOI	ES	   	ABSTA	IN	ABSENT

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: APPROVE OPUSD SCHOOL COUNSELING SERVICES PLAN

**ACTION** 

**ISSUE:** Shall the Board approve the OPUSD School Counseling Services Plan?

**BACKGROUND:** A cohesive counseling program is an integral component of the educational system

and is vital in preparing and assisting students to be successful, lifelong learners. School counselors and other members of the student support team assist students in making decisions, managing emotions, coping with crises, overcoming barriers to learning, and seeking access to the core curriculum. School counselors are trained educators possessing a valid credential with a specialization in pupil personnel services (California Education Code Section 49600). The OPUSD Counselors and Director of Student Support and School Safety have created a Counseling Services Plan for OPUSD in support of the OPUSD goal 2c. Develop a Comprehensive Counseling Plan for grades DK-12. This document was developed from the National Model from the American School Counselor Association (ASCA) and its standards. With the many additions and changes to the OPUSD Counseling staff (Wellness Counselors, College and Career Counselors), a guiding document for all counseling programs is necessary. It is also a "living document" as there are new programs and initiatives (i.e., Student Assistant Plan, Wellness Teams, MTSS) in development and the OPUSD School Counseling Plan is intended to be updated as these are implemented. The plan has been reviewed by the Safe Kids Task Force and is being recommend for approval.

FISCAL IMPACT: None

**BOARD POLICY:** Pursuant to Board Policy BP 0400- Comprehensive Plans - The Governing Board

believes that careful planning is essential to effective implementation of district programs and policies. Comprehensive plans shall identify cohesive strategies for school improvement, provide stability in district operations, and be aligned to ensure consistency among district approaches for student academic growth and

achievement.

**GOAL:** In Support of District Goal: 2.C. Develop a Comprehensive Counseling Plan for

DK-12

**ALTERNATIVES:** 1. Approve the OPUSD Comprehensive School Counseling Plan.

2. Do not approve.

**RECOMMENDATION:** Alternative #1

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

Respectfully submitted,

Jeff Davis, Ed.D., Superintendent

**BOARD MEETING, APRIL 25, 2023**Approve the OPUSD School Counseling Services Plan Page 2

Board Action: O	n motion of	, seconded by	У	_, the Board of Education	
VOTE:	AYES	NOES	ABSTAIN	ABSENT	
Hardy					
Helfstein				_	
Lantsman				_	
Moynihan		-		_	
Wang		-		_	
Student Rep.					



# Oak Park Unified School District Counseling Services Plan 2023-2024

In 2003, the American School Counselor Association (ASCA) authored the ASCA National Model: A Framework for School Counselors. Two subsequent editions provide direction for updating the Oak Park Unified School District (OPUSD or District) school counseling frameworks. The ASCA National Model was updated in 2012 and 2014 by leading professionals in school counseling throughout the United States, and it continues to serve as a benchmark for OPUSD's school counseling program and school counselor professional performance. The school counselors of OPUSD schools continue to monitor and update their program framework to best serve their students, schools, community of stakeholders and their profession. It is this written program framework that centers school counselors on a strong foundation, efficient management, effective delivery and accountability. The K-12 school counselors prioritize teamwork at the building level, in their level teams and at the district level. School counselors in OPUSD schools are committed to individual and collective professional growth and development.

#### **OPUSD Motto**

Educating compassionate and creative global citizens

#### **Mission**

The Mission of the District Counseling Department is to provide a comprehensive and data driven school counseling program to all students within a positive, supportive environment.

#### Vision

The OPUSD Counseling programs are designed to help all students develop and enhance their academic, social/emotional, and career capabilities in order to become responsible and productive members of society. Counselors are committed to maintaining the individual uniqueness of each student and skillfully use strategic, timely, and personal interventions to maximize educational experiences, enhance the development [of] the human potential, close achievement gaps among high and low performing groups, and support positive life choices.

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### **Program Goals**

Program goals reflect desired outcomes that align with the District vision, philosophy, goals, LCAP, and the school counseling mission statement and give focus to the school counseling program. Annual Student Outcome Goal Plans will be created annually and are based on improving achievement, attendance and discipline outcome data. Educational partners are consulted for supplemental data.

Effective school counseling program goals:

- Promote achievement, attendance, behavior, and school safety
- Are based on data
- Address school-wide data, policies and practices
- Promote student mindsets and behaviors that enhance the learning process and create a culture of college and career readiness

### **OPUSD Goals for the 2022-23 School Year**

(Strategic Goal 2 - Support for Students and Staff)

- 1. Establish comprehensive Wellness Centers at OPHS & MCMS to increase access to mental health services.
  - Progress will be monitored through the collection number and types of counselor visits and to the Wellness Center(s).
  - Increased student participation in wellness programs or events.
- 2. Provide comprehensive training for wellness counselors.
  - Progress will be determined by the number of training and conferences attended by the counselors.
- 3. Implement a mechanism to provide more social-emotional support to students who need it.
  - Progress will be determined by the progress and implementation of MTSS, PBIS, and Wellness Center programs.
- 4. Increase access to comprehensive social-emotional and behavioral support for students.
  - Progress will be determined by the hiring of additional Social-Emotional Support Provider and Psychologist access.

# The OPUSD schools counseling team considers the four ASCA National Model Themes as essential

### Leadership:

- Support student achievement and development
- Advance effective delivery of the K-12 school comprehensive school counseling program
- Solve problems within school and community groups that promote student achievement and growth
- Promote professional identity and role consistency

### Advocacy:

- Act to empower students
- Act on behalf of students
- Address school/community problems
- Identify and implement advocacy strategies at the systems level
- Engage in social/political advocacy for macro-level issues

### **Collaboration:**

- Provide access to multiple resources for supporting student achievement and development
- Encourage students, teachers, administration and school staff to work toward the common goals of equity, access and academic success for every student
- Support effective working relationships with colleagues, parents, community members and community agencies

### **Systemic Change:**

- Use data to identify systemic barriers to student achievement
- Use the skills of leadership and advocacy to promote and create systemic change
- Support an environment that encourages any student or group to come forward with concerns

### **Delivery**

The delivery component of the school counseling program describes the direct services that school counselors provide to students and the indirect services that school counselors have with others on behalf of the students. ASCA recommends that 80% or more of the school counselor's time be spent in direct and indirect student services.

### **Direct Student Services**

### **School Counseling Core Curriculum:**

- Classroom Instruction: School counselors develop a core curriculum to promote academic, social/emotional, and career development. Standards and competencies from ASCA Mindsets & Behaviors for Student Success: K-12 College- and Career-Readiness Standards for every Student and from other aligned student development programs serve to identify and prioritize the specific knowledge, attitudes and skills that students should be able to demonstrate as a result of the school counseling program.
- **Group Activities**: School counselors conduct planned group activities outside the classroom to promote academic, career and social/emotional development.
- Parent Workshops and Instruction: School counselors conduct workshops and informational sessions for parents and guardians to address the needs of the school community and to implement the school counseling core curriculum.

### **Individual Student Planning:**

- Individual Appraisal: School counselors work with students on analyzing and evaluating their abilities, skills, achievement, and interests. Academic and behavioral data are used as the basis for helping students develop short-term and long-term goals.
- Individual Advisement: School counselors assist students in considering various options for current and future decisions based on their academic, career and social/emotional data.

### **Responsive Services:**

- Individual or Small Group Coaching: School counselors provide coaching to assist students applying skill sets and strategies to enhance academic, social/emotional and/or career development.
- **Individual and Small-group Counseling**: School counselors provide short-term counseling to individual students or small groups to help students overcome issues that are impeding achievement and success.
- Crisis Response: School counselors provide support and assistance to students, staff, parents and community as they navigate critical and emergency situations. Crisis response includes intervention and follow-up to immediate needs and is designed to prevent a situation from becoming more severe. In the event that a school-based crisis occurs, school counselors team in offering onsite and timely response following the OPUSD Safe School Plans, Threat Assessment Protocols, and Life Team Response Manual.

### **Indirect Student Services**

- Collaboration: School counselors build effective teams by encouraging collaboration
  among students, teachers, administrators and school staff to work toward the
  academic success and development of students. School counselors build effective
  working relationships with parents, community members and community agencies
  to access resources for student achievement and development.
- **Consultation:** School counselors consult with parents, colleagues, and community agencies regarding strategies to help students and families.
- Referrals: School counselors direct parents or guardians to community services for additional information and services related to academic, career and social/emotional support. School counselors assist students and families in seeking community agencies that deal with mental health issues or with crises such as self-injury, suicide ideation, violence, abuse. Community resources may include: mental health services, juvenile services, and social services.

### **Overview**

Increasing needs for addressing the mental health needs of students has caused OPUSD to reevaluate and reorganize the comprehensive counseling programs in the district. The addition of two Wellness Counselors (OPHS and MCMS) will allow all secondary counselors to be more available for students on their caseloads.

### **Related Governance Board Policies**

### **BP 6164.2 Guidance/Counseling Services**

The Governing Board recognizes that a structured, coherent and comprehensive counseling program promotes academic achievement and serves the diverse needs of all district students. Counseling staff shall be available to provide students with individualized reviews of their educational progress toward academic and/or career and vocational goals and, as appropriate, may discuss social, personal, or other issues that may impact student learning. The Superintendent or designee shall ensure that all persons employed to provide school counseling, school psychology, and/or school social work services shall possess the appropriate credential from the Commission on Teacher Credentialing authorizing their employment in such positions. Responsibilities of each position shall be clearly defined in a job description.

### **BP 5141.5 Mental Health**

The Governing Board recognizes that students' emotional well-being and mental health contribute to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services to build students' resiliency skills, help students cope with life challenges, and reduce the stigma associated with mental illness.

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community organizations to strengthen local mental health services and develop and implement an integrated plan to support student mental health.

### **BP 5141.52 Suicide Prevention**

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing policy and strategies for suicide prevention and intervention, the Superintendent or designee shall consult with school and community stakeholders such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals such as school counselors, school psychologists, school social workers,

and school nurses; suicide prevention experts such as local health agencies, mental health professionals, and community organizations; law enforcement; and, in developing policy for grades K-6, the county mental health plan.

### **BP 5149 At-Risk Students**

The Governing Board recognizes that personal, social, health and economic conditions of children and families sometimes place students at greater risk of school failure. The Board believes, however, that each student can succeed in meeting district academic standards with an appropriate educational program and support services.

### **BP 5131.2** Bullying

The Governing Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

### **Counseling Program Oversight**

To ensure cohesion of practice, maintenance of standards and ongoing review of the effectiveness of this Plan, the following administrative oversight is described:

**Assistant Superintendent of Educational Services:** Direction and oversight of all programs and services

**Director of Student Support and School Safety:** Oversight of counseling programs, services, articulation, professional development, and coordination of district committees.

**Director of Pupil Services:** Coordination of programs and services extending from SSTs, 504 plans or IEPs

**Site Principals/Assistant Principals:** Direct supervision of site counselors, oversight of site program uniformity, communications, and individual personnel evaluations

### **Staff and Services:**

- School Site Counseling
- College and Career Counseling programs, services, guest speakers, admissions repvisits

- Wellness Center (Student Assistance Program) services description drug/alcohol prevention and intervention, crisis intervention, BRRIIM intervention, community resource connection, alumni support and services.
- Classified Position intake, information, resource connection, communicate with families/students
- Student Assistance Program: BRRIIM intervention at DO (In development)
- Alumni Programs connection to alumni for presentations to prepare for College and Career, resource services for alumni in need of mental health support.
- Peer programs: Advanced Peer Counseling (OPHS), Where Everyone Belongs (MCMS)
- Social Emotional Specialist individual and group counseling provided for special-education students per student IEP team recommendation.

Elementary Schools (Red Oak, Brookside, Oak Hills ES): 1 Counselor each site
Middle School (Medea Creek Middle School): 3 Counselors, 1 Wellness Counselor
High School (Oak Park High School): 5 Counselors, 1 Wellness Counselor, 1 College and
Career Counselor

Alternative Schools: (Oak View High School/Oak Park Independent School): **1 Counselor** District (Multiple sites): **1 Social-Emotional Specialist** 

### **Training**

- Counselors will attend offerings through Ventura County Office of Education (VCOE) and Ventura County Behavioral Health (VCBH) on a rotational basis.
- All counselors will attend ASCA trainings every other year.
- Counselors will attend other trainings or conferences as needed.
- Counselors will attend: NACAC, WACAC, UC, CSU and USC conferences each year (on a rotational basis) to stay current on college admissions information.

### <u>Descriptions For Each Staff And Service</u> School Based Counseling

Counseling Topics: Grade by grade chart of lessons provided to classes or grade levels. This chart may not be all topics covered; sites and grade levels often add lessons or events from input during the school year.

Grade	Content		
All Grades Elementary	Anti-Bullying (i.e. F.R.A.M.E.), Meet the Counselor, Gender Diversity (Acceptance of All)		
Transitional Kindergarten	Intro to Feelings, Feelings Practice Calming/Coping Skills,		
Kindergarten	Kindergarten "Boot Camp" - Multiple-Day lessons: Calming Strategies, Problem Solving, Social Skills, Kindness, Feelings Recognition, Growth Mindset/Perseverance		

Grade	Content	
1st Grade	Calming/Coping Skills, Problem Solving, Anger-Calming Practices	
2nd Grade	Conflict Resolution, Playing Safely, Working Together	
3rd Grade	Behaviors and Acceptance, Calming/Coping Skills, Grit/Growth Mindset	
4th Grade	Empathy/Kindness, Active Listening, Upstander, Goal Setting, Suspected Bullying Protocols, Calming/Coping Skills,	
5th Grade	Gossip/Power of Words, Verbal Aggression/Bullying, Conflict Resolution	
6th Grade	Counseling Welcome Presentations-Beginning of school year Building Community Presentations Wellness Wednesdays WEB breakfasts WEB Wednesdays WEB afterschool activities (Fall /Spring) Red Ribbon Week Lunchtime activities Mental Health Month Activities Get It Done Club (Membean/ALEKS) Math Pathways Presentation/Communications	
7th Grade	Building Community Presentations Wellness Wednesdays Red Ribbon Week Lunchtime Activities Mental Health Month Activities Get It Done Club (Membean) Math Pathways Presentation/Communications	
8th Grade	Building Community Presentations Wellness Wednesdays WEB Leader meetings (monthly) Red Ribbon Week Lunch time activities Mental Health Month Activities Math Pathways Presentation/Communications Rising 9th grade course advisement materials and student meetings (by high school counselors)	
9th - 12th Grade High School (OPHS)	9th Grade Parent and Student Presentations 8th Grade Orientation Freshman Orientation Future Freshman Night District of Choice Presentations for rising 9th graders- students and families Awareness Week Wellness Presentations	

Grade	Content	
	Senior College Application Meeting Junior College Meeting Sophomore Family College Meeting Naviance Classroom Presentations for grades 9-11: Career Cluster Finder, College SuperMatch, Naviance overview Mock Admission Committee	
OVHS/OPIS	-OPIS 9th grade advisement meetings -OPIS college and career presentation -OPIS Junior advisement meeting -OPIS Senior meeting -OPIS FAFSA workshop -OVHS quarterly credit checks -OVHS Teen Issues Group (8 week) -OVHS Empowerment Workshop (8 week) -OVHS college and career presentation 10th graders	

### **Guidance Counselors**

Engaging with, advocating for, and providing support for all students with respect to learning and achievement; Planning, implementing, and evaluating programs to promote the academic, career, personal, and social development of all students, including students from low-income families, foster youth, homeless youth, undocumented youth, and students at all levels of academic, social, and emotional abilities; Using multiple sources of information to monitor and improve student behavior and achievement; Collaborating and coordinating with school and community resources; Promoting and maintaining a safe learning environment for all students by providing restorative justice practices, positive behavior interventions, and support services; Intervening to ameliorate school-related problems, including issues related to chronic absences; Using research-based strategies to reduce stigma, conflict, and student-to-student mistreatment and bullying; Improving school climate and student well-being; Enhancing students' social and emotional competence, character, health, civic engagement, cultural legacy, and commitment to lifelong learning and the pursuit of high-quality educational programs; Providing counseling interventions and support services for students classified as English learners, eligible for free or reduced-priced meals, or foster youth, including enhancing equity and access to the education system and community services; Engaging in continued development as a professional school counselor

Educational counseling beginning in grade 7, parents/guardians shall receive a general notice at least once before career counseling and course selection so that they may participate in the counseling sessions and decisions.

1. The educational counseling program shall include academic counseling in the following areas: Development and implementation, with parent/guardian involvement, of the student's immediate and long-range educational plans

- 2. Optimizing progress towards achievement of proficiency standards
- 3. Completion of the required curriculum in accordance with the student's needs, abilities, interests, and aptitudes
- 4. Academic planning for access and success in higher education programs, including advisement on courses needed for admission to public colleges and universities, standardized admissions tests, and financial aid
- 5. Career, and vocational counseling, in which students are assisted in doing all of the following:
  - a. Planning for the future, including, but not limited to, identifying personal interests, skills, and abilities, career planning, course selection, and career transition
  - b. Becoming aware of personal preferences and interests that influence educational and occupational exploration, career choice, and career success
  - c. Developing realistic perceptions of work, the changing work environment, and the effect of work on lifestyle
  - d. Understanding the relationship between academic achievement and career success, and the importance of maximizing career options
  - e. Understanding the value of participating in career technical education and work-based learning activities and programs, including, but not limited to, service learning, regional occupational centers and programs, partnership programs, job shadowing, and mentoring experiences
  - f. Understanding the need to develop essential employable skills and work habits
  - g. Understanding the variety of four-year colleges and universities and community college vocational and technical preparation programs, as well as admission criteria and enrollment procedures

The district's educational counseling program also may include, but not be limited to, identification of students who are at risk of not graduating with the rest of their class, development of a list of coursework and experience necessary to assist students to satisfy the curricular requirements for college admission and successfully transition to postsecondary education or employment, and counseling regarding available options for a student to continue his/her education if he/she fails to meet graduation requirements. The Superintendent or designee shall establish and maintain a program of guidance, placement, and follow-up for all high school students subject to compulsory continuation education.

### **Personal or Mental Health Counseling**

A school counselor, school psychologist, or school social worker may provide individualized personal, mental health, or family counseling to students in accordance with the specialization(s) authorized by his/her credential. Such services may include, but are not limited to, support related to the student's social and emotional development, behavior, substance abuse, mental health assessment, depression, or mental illness. As appropriate,

students and their parents/guardians shall be informed about community agencies, organizations, or health care providers that offer qualified professional assistance.

### **Crisis Counseling**

The Board recognizes the need for a prompt and effective response when students are confronted with a traumatic incident. School counselors shall assist in the development of the comprehensive school safety plan, emergency and disaster preparedness plan, and other prevention and intervention practices designed to assist students and parents/guardians before, during, and after a crisis. In addition, the Superintendent or designee shall identify crisis counseling resources to train district staff in effective threat assessment, appropriate response techniques, and/or methods to directly help students cope with a crisis if it occurs. Early identification and intervention plans shall be developed to help identify those students who may be at risk for violence so that support may be provided before they engage in violent or disruptive behavior.

### **College and Career Counselor**

While all counselors support planning for college and career guidance for students, OPHS has a designated Collenge and Career Counselor The College and Career Counselor has a designated room on site for college/career resources and advice. This position provides quidance to students by facilitating student and parent presentations, conducts classroom lessons, trains students, parents, and teachers to utilize Naviance (a college and career readiness platform), meets with individual students and families, hosts application, essay, interview, financial aid, and additional college workshops, hosts monthly Career Chats, coordinates scholarships and Senior Awards Night, and disseminates information to students and families via ParentSquare, a monthly newsletter, and more. The counselors regularly attend conferences, build relationships with college admission representatives and military recruiters, and research the latest admission and employment trends. The department organizes the annual Senior Survey, coordinates the retrieval of senior data and prepares an end-of-year matriculation report; updates and maintains the Center website. The department facilitates college field trips, college fairs, and trains staff on best practices related to college admission practices and/or career application practices, and writing letters of recommendation.

### **Social Emotional Specialist**

Under the supervision of the Director of Pupil Services, The Social Emotional Specialist performs the full range of assignments related to the provision of mental health services, including collaboration, consultation, direct individual and group counseling, crisis response, evaluations, development of goals, and implementation of school-based treatment plans in accordance with student Individualized Education Plan (IEP); serves as a member of a multi-disciplinary team assembled to meet goals related to a student's mental health wellness and educational achievement objectives.

### **Wellness Counselors**

The Wellness Counselors will coordinate the Wellness Centers at the middle and high schools, develop and update resources for students, staff and parents, coordinate crisis interventions for students and families, link students and families to outside resources (i.e. VCBH, drug and alcohol counseling with local partners, suicide prevention). Wellness Counselors will work with the counseling staff to support or run group counseling sessions for identified needs (i.e. grief counseling, divorce). Wellness Counselors will work with counseling staff and administration for periodic parent/family information sessions. Wellness Counselors will develop and update a Virtual Wellness Center for students and families to access.

With a Wellness Center operating at each of the comprehensive secondary sites and Intervention meetings taking place at the District Office (likely one day/week), the initial model for the Wellness Counselors is to coordinate schedules to have the Centers covered during the school day as well as before and after school. Other counselors will be part of this coverage and there is not to be a separate or isolated program, and the Centers are to be integrated into the counseling programs.

### **Wellness Centers**

At OPHS, H-16 and at MCMS (room TBD), Wellness Centers have been designed to support students and staff, along with resources available to parents and families. Students will be able to access support counseling, be connected to tools for calming/resetting during a school day, or have resources available for health and wellness. Students will be welcomed and have a check in and be directed to resources, room, or connected to the counselor(s) as needed. The Wellness Centers also host support programs, such as strategies for test anxiety and mindfulnes, at lunchtimes.

The Wellness Counselors will be available for initial crisis management with a student but will connect with the student's designated counselor as well in determining a support plan.

### Student Assistance Program (SAP) - Identification and Intervention

SAP is a comprehensive school-based approach that coordinates support services and some direct services for students. Through the referral and facilitation of appropriate services, SAPs have been successful in reducing students' behavioral and disciplinary violations including substance use, helping students get through schools safely and successfully, and improving school attendance and academic performance. Although the approach is titled Student Assistance Program, it directly benefits and supports the staff, family, and the community when students use the supportive services when they need it. (California Department of Education)

The SAP at OPUSD is a coordinated program designed to identify students at-risk and to have early and appropriate interventions.

### **Identification:**

Multiple sources of information about students are needed for identification, and communication/collaboration between staff, families and students is critical to a full consideration of need and support. Information sources include, but are not limited to, the following:

- Family/Student
- Multi-Tiered Systems of Support (MTSS)
- Positive Behavior Interventions and Supports (PBIS)
- Teachers, Counselors, Administrators
- Reporting systems anonymous
- Friends
- Wellness Center
- Discipline
- Attendance
- Student Reporting (i.e. to the office)
- Health Techs/Nurse

### Response:

A continuum of responses is available to respond to identifying factors. While there is usually a progressive process, any level of response may be convened as needed or as requested.

- Immediate Crisis Assessment and Intervention
- Regular staff reviews of students (i.e. attendance reviews, Admin/Counselor meetings)
- Student Study Teams
- Wellness Team reviews
- Student Services Assessments/Plans (504 Plans, IEPs)\*
- Student Assistance Program BRRIIM Process (possible future program)
- SART/SARB (may be part of SAP)
- Community Referral VCBH or other agency support
- Welfare Services (Child Protective Services)
- Law enforcement

### **Partnerships**

LIFE: Ludington Institute
Engage Therapy Services
Ventura County Office of Education
Ventura County Behavioral Health
Redleaf Resources
Ventura County Sheriff's Department
LA County Sheriff's Department

### **Articulation**

OPUSD Counseling programs are designed to be collaborative. Regular articulation has been established to communicate needs and share information and initiatives.

- Monthly Safe Kids Task Force representative from each site.
- Quarterly District Meetings (Held prior to SKTF):
  - All Counselors Dedicate time for articulation for elem/middle and middle/high school
  - Elementary Counselors
  - Middle School Counselors
  - High School Counselors
- Year end meetings between transition year counselors (elementary and middle, middle and high school).
- Use of PD Days for articulation of Counseling and Support Staff

### **Plan Review**

It is intended that this plan is continuously updated to reflect the most current needs and practices to meet the needs of our students.

The OPUSD Counseling Services Plan to be reviewed annually through the Safe Kids Task Force and submitted to the Governing Board.

OPUSD will utilize the ASCA National Model, Standards and Program Assessment tools for review of this plan

### Review of data will include but not restricted to the following:

Requirements from grants (Prevention, Early Intervention), Survey results from the California Healthy Kids Survey, LCAP Surveys, Challenge/Success, and site counseling/climate surveys.

### Resources

Elementary School: OPUSD Elementary Counseling

Middle School: Counselor's Corner

High School: OPHS Counseling

Virtual Wellness Center: Wellness Center

ASCA Ethical Standards for School Counselors

ASCA Student Standards: Mindsets & Behaviors for Student Success

ASCA School Counselor Professional Standards & Competencies

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: REVIEW LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)

**SURVEY DATA** 

INFORMATION/DISCUSSION

**ISSUE:** Review and Discuss Local Control and Accountability Plan (LCAP) Survey Data?

**BACKGROUND:** The Local Control and Accountability Plan (LCAP) is a tool for local educational

agencies to set goals, plan actions, and leverage resources to meet those goals to improve student outcomes. LCAP survey was shared with educational partners and was open for submission from February 1 through February 28, 2023. Staff has compiled the data and it has also been shared with district and site leadership and will be shared with the LCAP committee on April 18, 2023. The Board will receive survey data completed by educational partners, including staff, families and students in regard to Oak Park's current goals and actions listed in the LCAP. Pursuant to Board Policy 0460 prior to the development of the LCAP the Superintendent or designee shall gather data and information needed for effective and meaningful plan

development and present it to the Board and community.

FISCAL IMPACT: NONE

**BOARD POLICY:** Pursuant to Board Policy BP 0460 - The Board shall adopt a districtwide local

control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and two subsequent fiscal years. (Education Code 52060, 52064; 5

CCR 15494-15497)

**GOAL:** In Support of OPUSD Goals:

Goal 3: Improve Engagement With Educational Partners

3a. Increase survey and advisory committee participation of all educational partners Goal 4: Maintain a sustainable planning and budgeting process collaborating with

all groups.

Prepared by: Tammy Herzog, Assistant Superintendent Educational Services

Respectfully submitted,

Jeff Davis, Ed.D.,
Superintendent

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: APPROVE INSTRUCTIONAL MATERIALS FOR OAK VIEW HIGH

SCHOOL ENGLISH COURSE - CONTEMPORARY ISSUES IN

**EDUCATION** 

**ACTION** 

ISSUE: Shall Oak View High School add instructional materials for its Contemporary

Issues in Education English course?

**BACKGROUND:** At the March 21, 2023 meeting the Board approved addition of a new English

course at Oak View High School – Contemporary Issues in Education. The school would now like to seek approval for the instructional materials that will include a

comprehensive textbook and core novel to be used with that course.

Teaching is a comprehensive textbook specifically written for high school students planning to pursue a career in teaching. This title is correlated to the industry-recognized credentials offered by Precision Exams, by YouScience: Teaching as a Profession II as well as American Association of Family and Consumer Sciences Pre-Professional Assessment and Certification standards for Education

Fundamentals.

The Freedom Writers Diary is #1 New York Times Bestseller is a twentieth anniversary edition of the classic story of an incredible group of students and the teacher who inspired them, featuring updates on the students' lives, new journal

entries, and an introduction by Erin Gruwell.

These instructional materials are being recommended by the teachers teaching the course and OPUSD Curriculum Council, who first reviewed it March 7, 2023 and recommended submitting for Board approval at the April 11, 2023 meeting.

**FISCAL IMPACT**: The estimated cost for 20 copies for *Teaching* is \$2,660 and \$240 for *The Freedom* 

Writers Diary. Funding source is the Lottery Funds and will be included in the

2023-24 proposed budget.

**BOARD POLICY:** Pursuant to Board Policy BP 6161.1

The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level

competency and that the materials meet criteria specified in law.

**GOAL:** In Support of OPUSD Goal:

Goal 1: Encourage and support all students to achieve their full academic potential.

**ALTERNATIVES:** 1. Approve the request for new text at Oak View High School

2. Do not approve the request for new text at Oak View High School.

**RECOMMENDATION:** Alternative #1

Prepared by:

Tammy Herzog, Assistant Superintendent Educational Services

**BOARD MEETING, APRIL 25, 2023** Approve Instructional Materials for Contemporary Issues in Education English Course at Oak View High School Page 2

Respec	etfully submitted,
	vis, Ed.D., ntendent
Board Action: On motion of, seconded by	_, the Board of Education:
VOTE: AYES NOES ABSTAIN Hardy Helfstein Lantsman Moynihan Wang Student Rep	ABSENT

Course/Grade: Contemporary Issues in Education

**Text Title: Teaching** 

Author/Publisher: Sharleen Kato. Goodheart-Wilcox Company

**Date of Publication:** 

OVHS Dept Chair Approval Date: 2/1/2023 CC First Reading Date: 3/7/2023 OVHS Department Approval Date: 2/1/2023 CC Recommendation Date: 4/11/2023

**OVHS Admin Approval Date:** 2/9/2023

### Text Description:

Teaching is the only comprehensive textbook specifically written for high school students planning to pursue a career in teaching. A friendly writing style and approach introduces students to the role and duties of a teacher, including planning, instructional methods, assessment, and classroom management. Topics include types of learners as well as how humans develop physically, intellectually, and socio-emotionally. In addition, instructional methods necessary to address these factors are covered. A comprehensive overview about growth and development during the preschool years, middle childhood, and teen years is presented. This information sheds light on the importance of understanding human development in relation to the learner. This edition includes updated references to how COVID-19 has changed the profession over the past several years. By studying this text, teachers of tomorrow explore the world of education and investigate teaching as a profession. All chapters include a feature for Case Study, Perspectives on Teaching, Professional Tip, and Philosophy of Teaching. These features capture student interest about various aspects of teaching.

Content is provided about common challenges faced in the teaching profession to prepare students for the reality of a teaching career, while Journaling Activities provide opportunities to practice writing and communication skills as students record and reflect on their thoughts and experiences.

This title is correlated to the industry-recognized credentials offered by Precision Exams, by YouScience: Teaching as a Profession II as well as AAFCS Pre-PAC standards for Education Fundamentals.

NEW online platform, G-W Ignite, offers auto-graded practice aligned to learning objectives so teachers can easily track student master of key concepts and deliver access to a new video clip library of interviews with current educators, the online workbook, vocabulary practice, other digital activities.

### **Reason for Requesting a New Text:**

This is the anchor text for our new CTE Pathway in Education. There is none currently on our approved textbook list for the district.

### **State Standards Addressed:**

<u>California CTE Standards for Education, Child Development, and Family Services Sector</u> (ECDFS Anchor standards page 2)

- 1. Analyze and apply appropriate academic standards...leading to postsecondary education and employment.
- 2. Acquire and accurately use EDCFS sector terminology and protocols for

- communicating effectively in oral, written, and multimedia formats.
- 3. Integrate multiple sources of career information from diverse formats to make informed career decisions, solve problems, and manage personal career plans.
- 4. Use existing and emerging technology to investigate, research, and produce products and services, including new information.
- 5. Conduct short, as well as more sustained, research to create alternative solutions to answer a question or solve a problem unique to ECDFS using critical and creative thinking, logical reasoning, analysis, inquiry, and problem solving techniques.
- 6. Demonstrate health and safety procedures, regulations, and personal health practices...[including] Material Safety Data Sheet instructions.
- 7. Initiate, and participate in, a range of collaborations demonstrating behaviors that reflect personal and professional responsibility, flexibility, and respect in the ECDFS workplace environment and community settings.
- 8. Practice professional, ethical, and legal behavior, responding thoughtfully to diverse
- 9. perspectives and resolving contradictions when possible, consistent with applicable laws, regulations, and organizational norms.
- 10. Work with peers to promote divergent and creative perspectives, effective leadership, group dynamics, team and individual decision making, benefits of workforce diversity and conflict resolution as practiced in the career technical student organization.
- 11. Apply essential technical knowledge and skills...following procedures when carrying out experiments or performing technical tasks.
- 12. Employ valid and reliable research strategies.
- 13. Understand the environmental, social, and economic impacts of decisions.

### ELA Standards for informational text(See pages 59-60 of PDF)

- 1. Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.
- 2. Determine two or more central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to provide a complex analysis; provide an objective summary of the text
- 3. Analyze a complex set of ideas or sequence of events and explain how specific individuals, ideas, or events interact and develop over the course of the text.
- 4. Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze how an author uses and refines the meaning of a key term or terms over the course of a text.
- 5. Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.
- 6. Determine an author's point of view or purpose in a text in which the rhetoric is particularly effective, analyzing how style and content contribute to the power, persuasiveness, or beauty of the text.

### **District Goals Addressed:**

Goal 1: Increase academic achievement for all students.

# **Process for Selecting This Text:**

- 1. Selection of A-G Certified & CTE approved course for Education Pathway.
- 2. Research into each of the recommended text book.
- 3. Discussion with the teaching partner for the CTE pathway course.

Course/Grade: Contemporary Issues in Education

**Text Title: The Freedom Writers Diary (20th Anniversary Edition)** 

Author/Publisher: Erin Gruwell, Broadway Books

**Date of Publication: 1999** 

OVHS Dept Chair Approval Date: 2/1/2023 CC First Reading Date: 3/7/2023 OVHS Department Approval Date: 2/1/2023 CC Recommendation Date: 4/11/2023

**OVHS Admin Approval Date: 2/9/2023** 

### **Text Description:**

In 1994, an idealistic first-year teacher in Long Beach, California, named Erin Gruwell confronted a room of "unteachable, at-risk" students. She had intercepted a note with an ugly racial caricature and angrily declared that this was precisely the sort of thing that led to the Holocaust. She was met by uncomprehending looks—none of her students had heard of one of the defining moments of the twentieth century. So she rebooted her entire curriculum, using treasured books such as Anne Frank's diary as her guide to combat intolerance and misunderstanding. Her students began recording their thoughts and feelings in their own diaries, eventually dubbing themselves the "Freedom Writers."

Consisting of powerful entries from the students' diaries and narrative text by Erin Gruwell, The Freedom Writers Diary is an unforgettable story of how hard work, courage, and determination changed the lives of a teacher and her students. ...And now, with this twentieth-anniversary edition, readers are brought up to date on the lives of the Freedom Writers, as they blend indispensable takes on social issues with uplifting stories of attending college—and watch their own children follow in their footsteps. The Freedom Writers Diary remains a vital read for anyone who believes in second chances. <a href="link">link</a>

### **Reason for Requesting a New Text:**

The OVHS CTE Pathway course includes use of this novel for key learning & required tasks. This text is currently not on the district approved texts list.

### **State Standards Addressed:**

ELA Standards (See pages 55-56 of PDF)

By the end of grade 11, read and comprehend literature, including stories, dramas, and poems, in the grades 11–CCR text complexity band proficiently, with scaffolding as needed at the high end of the range. By the end of grade 12, read and comprehend literature, including stories, dramas, and poems, at the high end of the grades 11–CCR text complexity band independently and proficiently

- 1. Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.
- 2. Determine two or more central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to provide a complex analysis; provide an objective summary of the text.
- 3. Analyze a complex set of ideas or sequence of events and explain how specific

- individuals, ideas, or events interact and develop over the course of the text.
- 4. Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze how an author uses and refines the meaning of a key term or terms over the course of a text
- 5. Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.
- 6. Determine an author's point of view or purpose in a text in which the rhetoric is particularly effective, analyzing how style and content contribute to the power, persuasiveness, or beauty of the text.

### **District Goals** Addressed:

Goal 1: Increase academic achievement for all students.

### **Process for Selecting This Text:**

- 1. Selection of A-G Certified & CTE approved course for Education Pathway.
- 2. Research into each of the recommended novels.
- 3. Discussion with students as to the most relevant novel from among those recommended by the course description.
- 4. Discussion with the teaching partner for the CTE pathway course.

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: REVIEW AND DISCUSS NAME CHANGE REQUEST FOR OAK PARK

NEIGHBORHOOD SCHOOL

INFORMATION/DISCUSSION

ISSUE: Shall the Board Review and Discuss Name Change Request for Oak Park

Neighborhood School?

**BACKGROUND:** The Oak Park Neighborhood School was established in August 2002 through

a joint collaboration between Oak Park Neighborhood for Learning and Oak Park Unified School District through subsidy funding from Ventura County Children and Families First Commission (First 5.) The district was notified in March 2019 that the First 5 Ventura County funding would end on June 30, 2021. OPNS no

longer receives any funding from First 5.

The school Director and staff have requested a proposed name change for the school so that it is easy for prospective families to know that it is a preschool. The name Oak Park Neighborhood School was initially meant to distinguish the school from a daycare. Currently, the license reflects Oak Park Neighborhood School, but the Oak Park Neighborhood for Learning is also used in other places.

The name originally came from OPNS being part of the First 5 "Neighborhoods for Learning," the funding for which has sunset, and the school is no longer a "neighborhood" school as it was intended in this context. First 5 Ventura had to prioritize which areas of the county were funded and OPNS did not make that cut.

Additionally with the reduced cut-off dates for TK, staff feels it is more important than ever to underscore that OPNS is a preschool program.

Board Policy 7310 Naming of a School/Facility requires that the Board of Education make its selection from names suggested by students, staff members, parents, and Oak Park community members.

Names may relate to the geography, ecology, anthropology, or history of the Oak Park area and/or on the focus of the school, with the intent to choose a name that brings meaning to the Oak Park Unified School District and the Oak Park community. Any name adopted for any new school may not be so similar to the name of any existing district school as to result in confusion to members of the community.

Before adopting any proposed name, the Board shall take input from the public at a regular board meeting. At this meeting staff would like to discuss the request from OPNS to change the name of the school. If the Board gives the direction, then public input will be requested from staff and families of the school as well as the community via a survey. The recommendation will be brought to the board and a public hearing will be held at a regular meeting to receive input.

FISCAL IMPACT: None

BOARD MEETING, APRIL 25, 2023 Review and Discuss Name Change Request for Oak Park Neighborhood School Page 2

BOARD POLICY:	Pursuant to Board Policy BP 7310 – Naming a any proposed name, the Board shall take input f meeting.	
GOAL:	In Support of OPUSD Goals: Goal 3: Improve E Partners	Engagement With Educational
Prepared by: Jennife	r Golden, Director of Early Education Program	
		Respectfully submitted,
		Jeff Davis, Ed.D., Superintendent

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: ACCEPT 2021-2022 ANNUAL AUDIT REPORT FOR BOND MEASURE S

ACTION

**ISSUE:** Shall the Board receive and accept the 2021-2022 annual audit report for Bond

Measure S?

**BACKGROUND:** As required by Education Code Section 41020 and Article XIII.B of the State

Constitution, the Board of Education has employed an independent accounting firm to audit all District financial records and procedures for the fiscal year ending June 30, 2022. The District's general financial audit was presented and accepted by the Board at its meeting on January 24, 2023. At this evening's meeting the Board will receive the annual financial and performance audit of the District's bond Fund 211 (Measure S). The bond audit report, prepared by the accounting

firm of Christy White Accountancy Corp is attached.

**BOARD POLICY:** Pursuant to Board Policy 3460 Financial Reports and Accountability - The Board

shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter.

GOAL: N/A

FISCAL IMPACT: N/A

**ALTERNATIVES:** 1. Accept the 2021-2022 annual audit report for Bond Measure S.

2. Do not accept the 2021-2022 annual audit report for Bond Measure S.

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted,

Jeff Davis, Ed.D. Superintendent

**BOARD OF EDUCATION MEETING, APRIL 25, 2023** Accept Bond Audit Report FY 2021-22 Page 2

Board Action: Or	n motion of	, seconded by		_, the Board of Education:
VOTE: Hardy	AYES	NOES	ABSTAIN	ABSENT
Helfstein				
Lantsman				
Moynihan				
Wang				
Student Rep				

March 13, 2023

Board of Trustees Oak Park Unified School District Oak Park, California

We have audited the financial statements of the Measure S Bond Building Fund of the Oak Park Unified School District (the "District") for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated February 10, 2022. Professional standards also require that we communicate to you the following information related to our audit.

### **Significant Audit Matters**

### **Qualitative Aspects of Accounting Practices**

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during 2022. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

### Difficulties Encountered in Performing the Audit

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

### **Corrected and Uncorrected Misstatements**

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

### Disagreements with Management

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

### Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 13, 2023.

### Management Consultations with Other Independent Accountants

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

348 Olive Street San Diego, CA 92103 0: 619-270-8222 F: 619-260-9085 **christywhite.com** 

### **Significant Audit Matters (continued)**

Chistylehete, Inc

### Other Audit Findings or Issues

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

### **Restriction on Use**

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

Very truly yours,

Christy White, Inc. San Diego, California

# OAK PARK UNIFIED SCHOOL DISTRICT MEASURE S BOND BUILDING FUND

**AUDIT REPORT** 

FOR THE YEAR ENDED JUNE 30, 2022

### OAK PARK UNIFIED SCHOOL DISTRICT MEASURE S BOND BUILDING FUND TABLE OF CONTENTS JUNE 30, 2022

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# OAK PARK UNIFIED SCHOOL DISTRICT MEASURE S BOND BUILDING FUND INTRODUCTION AND CITIZENS' OVERSIGHT COMMITTEE MEMBER LISTING JUNE 30, 2022

The Oak Park Unified School District was established on July 1, 1978 and is comprised of an area of approximately 28 square miles located in Ventura County. There were no changes in the boundaries of the District during the current year. The District operates three elementary schools, one middle school, one high school, one continuation high school, one independent study school, and one preschool.

In an election held on November 8, 2016, the voters authorized the District to issue and sell \$60,000,000 of principal amount of general obligation bonds under Measure S. The bond proceeds are for the purpose of financing specific construction and modernization projects to improve student safety and campus security systems, repair/upgrade older classrooms and school facilities, including deteriorating roofs, plumbing, electrical, and air conditioning systems, acquire, construct, and repair classrooms, sites, facilities, equipment and instructional technology to support student achievement in reading, math, arts, humanities, and science/technology.

The first series of bonds, Election of 2016, Series A, was issued on March 9, 2017 for \$15,000,000 with interest rates ranging from 3.50% to 5.00%. The original issuance consisted of \$7,140,000 of current interest serial bonds and \$7,860,000 of current interest term bonds. The principal balance outstanding at June 30, 2022 amounted to \$11,685,000.

The second series of bonds, Election of 2016, Series B, was issued on November 8, 2018 for \$17,310,000 with interest rates ranging from 4.00% to 5.00%. The original issuance consisted of \$7,590,000 of current interest serial bonds and \$9,720,000 of current interest term bonds. The principal balance outstanding at June 30, 2022 amounted to \$16,810,000.

The third series of bonds, Election of 2016, Series C and Series C-1, was issued on May 26, 2022 for \$14,000,000 with interest rates ranging from 4.00% to 5.00%. The original issuance consisted of \$10,000,000 in tax exempt current interest serial bonds and \$4,000,000 in federally taxable current interest serial bonds. The principal balance outstanding at June 30, 2022 amounted to \$14,000,000.

The Citizens' Oversight Committee had the following members as of June 30, 2022:

	Name	Title	Representation	
•	Christopher O'Keefe	Chair	Member at Large	
	Pancheng Wang	Member	Parent of Child Enrolled in Disitrict	
	Ty Avendano	Member	Parent-Teacher & Site Council Organization	
	Aprylle Beck	Member	Parent of Child Enrolled in Disitrict	
	Brett Oberst	Member	Parent of Child Enrolled in Disitrict	
	Soyon Hardy	Member	Parent-Teacher & BES PTA Organization	
	Eric Tescher	Member	Member at Large	
	Vacant*	Member	Member of a Senior Citizens' Organization	
	Vacant*	Member	Business Organization	

<sup>\*</sup>The District is actively searching to fill vacant positions



### INDEPENDENT AUDITORS' REPORT

Measure S Citizens' Oversight Committee and Governing Board Members of the Oak Park Unified School District Oak Park, California

### **Report on the Audit of the Financial Statements**

### **Opinion**

We have audited the accompanying financial statements of the Measure S Bond Building Fund of Oak Park Unified School District (the "District"), as of and for the year ended June 30, 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Measure S Bond Building Fund of Oak Park Unified School District, as of June 30, 2022, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Emphasis of Matter**

As discussed in Note 1A, the financial statements present only the Measure S Bond Building Fund and do not purport to, and do not present fairly the financial position of the Oak Park Unified School District, as of June 30, 2022, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user of the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are
  appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of
  the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 13, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters specific to the Measure S Bond Building Fund. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance specific to the Measure S Bond Building Fund.

### **Report of Other Legal and Regulatory Requirements**

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have issued our performance audit dated March 13, 2023 on our consideration of the District's compliance with the requirements of Proposition 39 as it directly relates to the Measure S Bond Building Fund. That report is an integral part of our audit of the Measure S Bond Building Fund of Oak Park Unified School District, as of and for the year ended June 30, 2022, and should be considered in assessing the results of our financial audit.

San Diego, California March 13, 2023

Chistolehete, Inc

# FINANCIAL SECTION

### OAK PARK UNIFIED SCHOOL DISTRICT MEASURE S BOND BUILDING FUND BALANCE SHEET JUNE 30, 2022

ASSETS	
Cash and investments	\$ 16,649,406
Accounts receivable	9,068
Total Assets	\$ 16,658,474
LIABILITIES	
Accrued liabilities	\$ 18,706
Due to other funds	460
Total Liabilities	19,166
FUND BALANCES	
Restricted for Measure S Projects	16,639,308
Total Fund Balances	16,639,308
Total Liabilities and Fund Balances	\$ 16,658,474

### OAK PARK UNIFIED SCHOOL DISTRICT MEASURE S BOND BUILDING FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE FOR THE YEAR ENDED JUNE 30, 2022

REVENUES	
Interest income	\$ 16,519
Total Revenues	 16,519
EXPENDITURES	
Current	
Facilities acquisition and construction	 1,589,269
Total Expenditures	 1,589,269
Excess (Deficiency) of Revenues	 
Over Expenditures	(1,572,750)
Other Financing Sources (Uses)	 
Proceeds from bond issuance	13,783,322
Net Financing Sources (Uses)	 13,783,322
NET CHANGE IN FUND BALANCE	12,210,572
Fund Balance - Beginning	4,428,736
Fund Balance - Ending	\$ 16,639,308

# OAK PARK UNIFIED SCHOOL DISTRICT MEASURE S BOND BUILDING FUND NOTES TO FINANCIAL STATEMENTS JUNE 30, 2022

#### **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

#### A. Financial Reporting Entity

The Oak Park Unified School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

An oversight committee to the District's Governing Board and Superintendent, called the Citizens' Oversight Committee (COC), was established pursuant to the requirements of state law and the provisions of the Measure S bond. The COC is required by state law to actively review and report on the proper expenditure of taxpayers' money for school construction. The COC provides oversight and advises the public whether the District is spending the Measure S bond funds for school capital improvements within the scope of projects outlined in the Measure S bond project list. In fulfilling its duties, the COC reviews, among other things, the District's annual performance and financial audits of Measure S activity.

The statements presented are for the individual Measure S Bond Building Fund of the District, consisting of the net construction proceeds of Election 2016 Series A and Series B, as issued by the District, through the County of Ventura, and are not intended to be a complete presentation of the District's financial position or results of operations. There are no related parties or component units included in this financial statement presentation.

# B. Basis of Accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred.

# C. Cash and Cash Equivalents

The District's cash and cash equivalents consist of cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. Cash equivalents also include cash with county treasury balances for purposes of the statement of cash flows.

# D. Interfund Balances

Receivables and payables resulting from short-term interfund loans are classified as "Due from other funds/Due to other funds."

#### E. Accrued Liabilities

In general, payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the fund.

# OAK PARK UNIFIED SCHOOL DISTRICT MEASURE S BOND BUILDING FUND NOTES TO FINANCIAL STATEMENTS, continued JUNE 30, 2022

# NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### F. Fund Balance

Under GASB Statement No. 54, fund balance is divided into five classifications based primarily on the extent to which the District is bound to observe constraints imposed upon the use of the resources in the governmental funds. The fund balance in Measure S is considered restricted.

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation.

#### G. Interfund Activity

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented in the financial statements.

# H. Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

# I. Budgetary Data

The budgetary process is prescribed by provisions of the California Education Code and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1 of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

#### **NOTE 2 - CASH AND INVESTMENTS**

Cash and investments as of June 30, 2022 consisted \$16,649,406 from Investment in county treasury.

# A. Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the state; U.S. Treasury instruments; registered state warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; collateralized mortgage obligations; and the County Investment Pool.

# NOTE 2 - CASH AND INVESTMENTS (continued)

#### A. Policies and Practices (continued)

Investment in County Treasury – The District maintains substantially all of its cash in the County Treasury in accordance with *Education Code Section* 41001. The Ventura County Treasurer's pooled investments are managed by the County Treasurer who reports on a monthly basis to the board of supervisors. In addition, the function of the County Treasury Oversight Committee is to review and monitor the County's investment policy. The committee membership includes the Treasurer and Tax Collector, the Auditor-Controller, Chief Administrative Officer, Superintendent of Schools Representative, and a public member. The fair value of the District's investment in the pool is based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

#### **B.** General Authorizations

Except for investments by trustees of debt proceeds, the authority to invest District funds deposited with the county treasury is delegated to the County Treasurer and Tax Collector. Additional information about the investment policy of the County Treasurer and Tax Collector may be obtained from its website. The table below identifies the investment types permitted by California Government Code.

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

# C. Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the County Treasury. The District maintains a pooled investment with the County Treasury with a fair value of approximately \$16,376,409 and an amortized book value of \$16,649,104. The average weighted maturity for this pool is 280 days.

# OAK PARK UNIFIED SCHOOL DISTRICT MEASURE S BOND BUILDING FUND NOTES TO FINANCIAL STATEMENTS, continued JUNE 30, 2022

# NOTE 2 - CASH AND INVESTMENTS (continued)

#### D. Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The investments in the County Treasury are not required to be rated. As of June 30, 2022, the pooled investments in the County Treasury were rated AAAf/S1+.

# E. Fair Value

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, either directly or indirectly.

Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that data if reasonable available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized - Investments in the Ventura County Treasury Investment are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

The District's fair value measurements at June 30, 2022 were as follows:

Investment in county treasury

Total fair value of investments

Uncategorized

\$ 16,376,409

\$ 16,376,409

# OAK PARK UNIFIED SCHOOL DISTRICT MEASURE S BOND BUILDING FUND NOTES TO FINANCIAL STATEMENTS, continued JUNE 30, 2022

#### **NOTE 3 – ACCOUNTS RECEIVABLE**

Accounts receivable at June 30, 2022 consisted of \$9,066 in interest earned on investments.

#### **NOTE 4 – INTERFUND TRANSACTIONS**

#### Interfund Receivables/Payables (Due From/Due To)

Individual interfund payable balance at June 30, 2022 consisted of \$460 due to the General Fund for expenditures.

#### **NOTE 5 – ACCRUED LIABILITIES**

Accrued liabilities at June 30, 2022 consisted of \$18,706 related to construction costs.

#### **NOTE 6 – COMMITMENTS AND CONTINGENCIES**

#### A. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2022.

# **B.** Construction Commitments

As of June 30, 2022, the District had commitments with respect to unfinished capital projects of \$2,909,196.



# REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Independent Auditors' Report

Measure S Citizens' Oversight Committee and Board of Education of the Oak Park Unified School District Oak Park, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure S Bond Building Fund of Oak Park Unified School District (the "District"), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Oak Park Unified School District's basic financial statements of the Measure S Bond Building Fund, and have issued our report thereon dated March 13, 2023.

#### **Emphasis of Matter**

As discussed in Note 1, the financial statements of the Measure S Bond Building Fund of Oak Park Unified School District are intended to present the financial position and the changes in financial position attributable to the transactions of that Fund. They do not purport to, and do not, present fairly the financial position of the District as of June 30, 2022, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

# Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements of the Measure S Bond Building Fund of Oak Park Unified School District, we considered Oak Park Unified School District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements of the Measure S Bond Building Fund, but not for the purpose of expressing an opinion on the effectiveness of Oak Park Unified School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Oak Park Unified School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

348 Olive Street San Diego, CA 92103 0: 619-270-8222 F: 619-260-9085 **christywhite.com** 

# **Report on Compliance and Other Matters**

Chistylehete, Inc

As part of obtaining reasonable assurance about whether the financial statements of the Measure S Bond Building Fund are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

# **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

San Diego, California March 13, 2023

#### REPORT ON PERFORMANCE

Independent Auditors' Report

Measure S Citizens' Oversight Committee and Governing Board Members of the Oak Park Unified School District Oak Park, California

We were engaged to conduct a performance audit of the Measure S Bond Building Fund of Oak Park Unified School District (the "District") for the year ended June 30, 2022.

We conducted this performance audit in accordance with the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution and Appendix A contained in the 2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting issued by the California Education Audit Appeals Panel. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution, but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

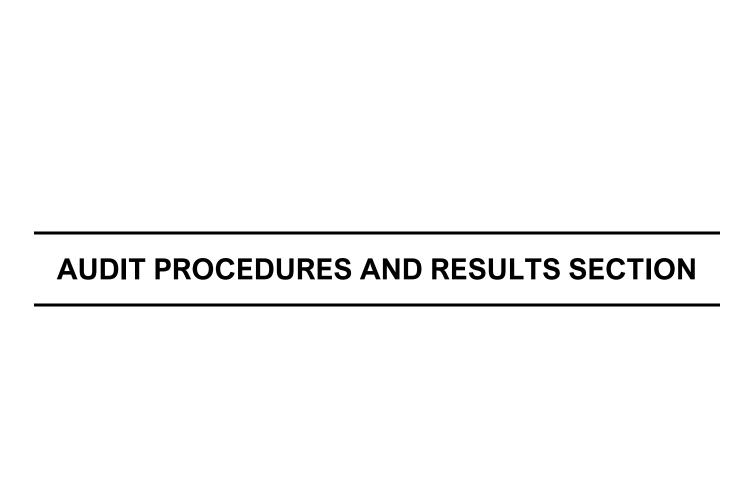
The results of our tests indicated that the District, in all significant respects, expended Measure S Bond Building Fund only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIIIA, Section 1(b)(3)(C) of the California Constitution. The procedures performed and the related results are further described in the accompanying audit procedures and results section.

This report is intended solely for the information and use of the District, and is not intended to be and should not be used by anyone other than this specified party.

San Diego, California March 13, 2023

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#### SECTION I - FINANCIAL AUDIT PROCEDURES AND RESULTS

#### **Financial Statements**

As mentioned in the Report on Financial Statements, we have issued an unmodified opinion over the financial statements of the Measure S Bond Building Fund as of and for the year ended June 30, 2022.

#### **Internal Control Evaluation**

We tested internal controls over financial reporting and compliance with laws, regulations, or provisions of contracts or agreements and have determined through our inquiry of management and our evaluation of District processes that no significant deficiencies were noted.

#### SECTION II - PERFORMANCE AUDIT PROCEDURES AND RESULTS

#### **Facility Project Expenditures**

We selected a representative sample of expenditures charged to the Measure S Bond Building Fund and reviewed supporting documentation to ensure funds were properly expended on specific project(s) listed in the text of the Measure S ballot.

We tested approximately \$560 thousand of non-personnel expenditures or 35% of total 2021-22 Measure S Bond Building Fund expenditures for validity, allowability and accuracy and concluded that the sampled expenditures appeared in compliance with the terms of Measure S ballot language, the District approved facilities plan, and applicable state laws and regulations.

# **Personnel Expenditures**

We reviewed salaries and benefits charged to the Measure S Bond Building Fund to verify that the personnel expenditures were allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General, which concluded that "a school district may use Proposition 39 school bond proceeds to pay the salaries of district employees to the extent they perform administrative oversight work on construction projects authorized by a voter approved bond measure."

We reviewed a listing of all employees charged to the Measure S Bond Building Fund and found that all employees held positions applicable to the local school construction bond. Further, we selected a sample of employees charged to review personnel files and personnel action reports for proper allocation of salaries and benefits. Based on our testing, salary transactions were not used for general administration operations. Personnel costs charged to the Measure S Bond Building Fund appeared allowable.

# OAK PARK UNIFIED SCHOOL DISTRICT MEASURE S BOND BUILDING FUND AUDIT PROCEDURES AND RESULTS, continued FOR THE YEAR ENDED JUNE 30, 2022

# SECTION II - PERFORMANCE AUDIT PROCEDURES AND RESULTS (continued)

#### **Contract and Bid Procedures**

We reviewed a listing of contracts awarded during the fiscal year ended June 30, 2022 and selected a sample to ensure that contracts for public projects followed appropriate bidding procedures per applicable Public Contract Code. Additionally, we reviewed overall expenditures by vendor in order to determine if multiple projects under the applicable bidding threshold were identified to suggest any possible bid-splitting.

We tested one (1) contracts awarded during the year. We noted that applicable bidding procedures were followed and that contracts were appropriately awarded to the lowest responsible bidder for Project 20-18S Exterior Improvements for Red Oak Elementary.

Based on our review of overall expenditures and projects by Ardalan Construction Company Inc., no instances or possible indications of bid-splitting were identified. The District appears to be properly reviewing projects and applying appropriate procedures over contract and bidding procedures.

#### **Contracts and Change Orders**

We reviewed a listing of contracts and change orders during the fiscal year ended June 30, 2022 and selected a sample to ensure that change orders were properly approved and in accordance with District policies. Additionally, change orders were reviewed to ensure that the total of each change order did not exceed ten percent of the total original contract.

We reviewed a total of four (4) change orders for the Project 18-21S Classroom Furniture for MCMS, Project 20-18S PreQual Services for Contractors at ROES, Project 20-23S HVAC Install Classrooms R16/R17 OPHS, and Project 21-01S Turf Replacement at OPHS and verified that the total of the change orders did not exceed ten percent of the total contract with Southwest School Supply, Colbi Technologies, Inc., Controlled Elements Corp, and Hellas Construction Inc. All change orders were properly reviewed and approved by management and the governing board in accordance with District policy.



# OAK PARK UNIFIED SCHOOL DISTRICT MEASURE S BOND BUILDING FUND SCHEDULE OF FINDINGS AND RECOMMENDATIONS FOR THE YEAR ENDED JUNE 30, 2022

# **PART I – FINANCIAL STATEMENT FINDINGS**

There were no financial statement findings for the year ended June 30, 2022.

# **PART II - PERFORMANCE AUDIT FINDINGS**

There were no findings or recommendations related to local school construction bonds for the year ended June 30, 2022.

#### **PART III - PRIOR AUDIT FINDINGS**

There were no findings and recommendations for the year ended June 30, 2021.

TO: MEMBERS, BOARD OF EDUCATION FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: APPROVE 1- YEAR RENEWAL AGREEMENT WITH CHRISTY WHITE FOR

**AUDITING SERVICES FOR FISCAL YEAR 2022-2023** 

ACTION

**ISSUE:** Shall the Board approve a 1-year renewal agreement with Christy White

Associates for auditing services for fiscal years 2022-23?

**BACKGROUND:** Pursuant to Education Code Section 41020, the governing board of each local

educational agency (LEA) shall provide for an annual audit of the books and records of the agency. Every LEA shall contract with an independent auditor or auditing firm of its choice by April 1 to audit the District's current fiscal year

financial records in the subsequent year.

The current contract for audit services with Christy White Associates (CWA) will expire with the completion and submittal of the 2021-22 District audit and each of the bond audit (Measure S). CWA has submitted a proposal for a new 1-year agreement for fiscal year 2022-23 which is an increase cost of \$2050 from last year in the district audit fees. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon

amounts:

District Audit Fees: \$33,800 Measure S Audit Fees: \$6,000 **Total Annual Fees:** \$39,800

**FISCAL IMPACT:** The cost for these services are not to exceed \$ 39,800. This will be included in the

2023-24 Operating Budget.

**BOARD POLICY:** Pursuant to Board Policy 3460 Financial Reports and Accountability - The Board

shall not select any public accounting firm to provide audit services if the lead or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for the

district in each of the six previous fiscal years.

ALTERNATIVES:
1. Approve the 1-year renewal agreement with Christy White Associates for

auditing services for fiscal years 2022-23.

2. Do not approve the renewal agreement with Christy White Associates.

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted,

Jeff Davis, Ed.D. Superintendent

**BOARD OF EDUCATON MEETING, APRIL 25, 2023**Approve the 1-year renewal agreement with Christy White Associates for auditing services for fiscal years 2022-23
Page 2

Board Action: On	motion of	, seconded by	, the B	oard of Education:
VOTE: Hardy	A YES	NOES	ABSTAIN	ABSENT
Helfstein				
Lantsman				
Moynihan				
Wang				
Student Rep				

January 17, 2023

Governing Board and Management Oak Park Unified School District 5801 Conifer Street Oak Park, CA 91377

We are pleased to confirm our understanding of the services we are to provide Oak Park Unified School District for the fiscal year ending June 30, 2023.

# **Audit Scope**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Oak Park Unified School District as of and for the fiscal year ending June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Oak Park Unified School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Oak Park Unified School District 's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's Discussion & Analysis
- 2. Budgetary Comparison Schedule
- 3. Schedules of District's Proportionate Share of Net Pension Liability
- 4. Schedules of District Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Oak Park Unified School District 's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1. Schedule of expenditures of federal awards (if Uniform Guidance applies\*).
- 2. Other schedules and/or information as required by the State Controller's Office.

\*A Federal Single Audit under Uniform Guidance is applicable in any year that Oak Park Unified School District expends more than \$750,000 in Federal funds. 348 Olive Street 0:619-270-8222

> San Diego, CA 92103

In addition, we will also conduct a financial statement and performance audit to include the balance sheet of the Measure S Bond of Oak Park Unified School District as of June 30, 2023, and the related statement of revenues, expenditures, and changes in fund balance for the fiscal years ending June 30, 2023. The audit will be conducted in accordance with Article 13A of the California Constitution

# **Audit Objectives**

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), if applicable.
- An opinion (or disclaimer of opinion) on the District's compliance with the types of compliance requirements described in the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting,* prescribed in Title 5, *California Code of Regulations*, section 19810.

The objective of our performance audit is the expression of opinions as to whether the District conformed with the compliance requirements over the deposit and use of Measure S Bond funds. In addition, we will issue an opinion on performance requirements of Proposition 39 which include whether the expenditures are allowable in accordance with applicable laws, regulations and the voter approved measure.

# **Auditor's Responsibilities**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance (if applicable), and the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the government.

Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention.

We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the school district's ability to continue as a going concern for a reasonable period of time.

#### **Audit Procedures – Internal Controls**

We will obtain an understanding of the school district and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

# **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Oak Park Unified School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

When applicable, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Oak Park Unified School District 's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Oak Park Unified School District 's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Oak Park Unified School District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and complete-ness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance (if applicable); (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, when required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance (if applicable). You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance (if applicable); (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance (if applicable); (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

# Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Governing Board of Oak Park Unified School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. If issued, the Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Christy White, Inc, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

# Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations.

If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide an electronic and up to ten copies of our reports to the school district; however, management is responsible for distribution of the reports and the financial statements. We will file the district report with the Office of the State Controller, California Department of Education, and the Ventura County Office of Education by the published deadline. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

By your signature below, you acknowledge the audit documentation for this engagement is the property of Christy White, Inc and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Controller or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White, Inc personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Office of the State Controller. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Christy White, Inc does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Christy White, Inc does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

We expect to begin our audit as soon as possible and to issue our reports by the published deadline. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

	2	2022-23	
District Audit Fees	\$	33,800	
Measure S Audit Fees		6,000	
Total Annual Audit Fees:	\$	39,800	

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in *Government Auditing Standards* or the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the Oak Park Unified School District during the period under this agreement, shall be in addition to the above maximum fee.

Our invoices for these fees for the District audit will be rendered upon completion of fieldwork as follows: 25% of contract upon completion of site testing and/or planning, 25% of contract upon completion of interim testing and 50% of contract upon completion of year end fieldwork and are payable on presentation. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our invoices for the Measure S Bond fees will be rendered each month as work progresses, or upon completion of the report and are payable on presentation.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Professional standards require us to be independent with respect to the company. Any discussions with our personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform the engagement partner before having any such discussions.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White, Inc has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.

We appreciate the opportunity to be of service to the Oak Park Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,	
Chief White Buok	
Christy White Brook, CPA President	
Christy White, Inc	
RESPONSE:	
This letter correctly sets forth the understanding of Oak	Park Unified School District.
	-
Signature	
	-
Title	
	_
Date	

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: ADOPT RESOLUTION #2023-07, PARTICIPATION IN CSBA CALIFORNIA

SCHOOL CASH RESERVE PROGRAM

ACTION

**ISSUE:** 

Shall the Board adopt Resolution #2023-07 authorizing the District's participation in the Cash Reserve Program sponsored by the California School Boards Association (CSBA) Finance Corporation?

**BACKGROUND:** 

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

With its participation in this program, the District will be able to address its 2023-24 cash flow needs through a TRAN. It is recommended that the Board adopt Resolution #2023-07, allowing administration to proceed to the next step in the process and take part in this beneficial cash program for schools. As a reminder, the District is not obligated to participate as a result of resolution adoption. The Resolution simply delegates to the administration the right to decide on participation at the time of pricing when the interest cost and reinvestment rates are known.

The Resolution #2023-07 follows for the Board's review and consideration.

**FISCAL IMPACT:** This depends on interest rates and amount of cash needed at the time of financing.

**BOARD POLICY:** Pursuant to Board Policy 3470 Business and Non-instructional Operations - The

District may issue fixed-rate and/or variable rate short-term debt, which may include TRANs, when such instruments allow the District to meet its cash flow

requirements.

GOAL: In Support of OPUSD Goal 4 – Utilizing resources efficiently and responsibly -

Maintain fiscal stability and solvency.

**ALTERNATIVES:** 1. Adopt Resolution #2023-07 authorizing borrowing of funds for fiscal year 2023-24

2. Do not adopt Resolution #2023-07.

**RECOMMENDATION:** Alternative No.1

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

**BOARD OF EDUCATION MEETING, APRIL 25, 2023**Adopt Resolution #2023-07 authorizing borrowing of funds for fiscal year 2023-24 Page 2

			Respectfully s	Respectfully submitted:	
			Jeff Davis, Ed Superintenden		
Board Action: 0	On motion of	, second	led by	, the Board of Education:	
VOTE:	AYES	NOES	ABSTAIN	ABSENT	
Hardy		_	_	<u> </u>	
Helfstein		_	_		
Lantsman		_	_		
Moynihan		_	_	<u> </u>	
Wang		_	_	<u> </u>	
Student Rep		<u> </u>	<u> </u>		

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

# DISTRICT RESOLUTION

NAME OF DISTRICT: OAK PARK UNIFIED SCHOOL DISTRICT\*

LOCATED IN: COUNTY OF VENTURA

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

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2023-2024 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2023-2024 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM

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

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2024 ("Fiscal Year 2023-2024") by the issuance of its 2023-2024 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2023-2024 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof),

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

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

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

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

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2023-2024 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2023-2024 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS,** pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2023-2024 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Section 2. Issuance of Notes.

- (A) <u>Initial Issuance of Notes</u>. This Board hereby determines to borrow, in anticipation of the receipt by or accrual to the District during Fiscal Year 2023-2024 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)\* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2023-2024 [Subordinate]\*\* Tax and Revenue Anticipation Notes, Series \_\_\_" in one or more of the following Series, in order of priority of payment as described herein:
  - (1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and
  - (2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

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

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

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

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

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

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

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2023-2024 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

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

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

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

- (B) <u>Issuance of Additional Notes</u>. The District may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:
  - (1) The District shall not have issued any tax and revenue anticipation notes relating to the 2023-2024 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.
  - (2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").
  - (3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.
  - (4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating

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

- (5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:
  - (a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.
  - (b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.
  - (c) A certified copy of this Resolution and any applicable Supplemental Resolution.
  - (d) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.
  - (e) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).
  - (f) The Series of Additional Notes duly executed by the applicable Authorized Officers of the District.
  - (g) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

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

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

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approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2023-2024, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

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

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

Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2023 (or the date of adoption of this Resolution if after May 1, 2023) through June 15, 2024 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

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

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

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

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

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

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and

otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter, the Financial Advisor and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) <u>Bond Pool Structure</u>. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool

Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

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

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument

applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Appointment of Professionals. Dale Scott & Company (and/or such other firm or (C) firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as financial advisor for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, Piper Sandler & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

# Section 6. No Joint Obligation.

- Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.
- (B) <u>Bond Pool Structure</u>. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, and such Series of Notes.

<u>Section 7.</u> <u>Disposition of Proceeds of Notes.</u> The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to

approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar year 2023 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2023 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-

exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) is not Tax-Exempt.

#### Section 8. Source of Payment.

(A) <u>Pledge</u>. The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2023-2024 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as

indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

- (B) <u>Lien and Charge</u>. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.
- General Obligation. As provided in Section 53857 of the Act, notwithstanding (C) the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.
- (D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment

Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

- (F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:
  - (1) with respect to all Series of Senior Notes:
    - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
    - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
    - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
    - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
    - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
  - (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
  - (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
  - (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

<u>Section 9.</u> Execution of Note. Any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the District shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer

of a Note of a Series, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

- (A) Subject to Section 6 hereof, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.
- (B) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.
- (C) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.
- (D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.
- (E) If any Note of a Series shall become mutilated, the District, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the District. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the District, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses

which may be incurred by the District and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2023-2024 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

# Section 12. Representations and Covenants.

- (A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) issue one or more Series of Notes.
- (B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, and (ii) the District has full legal right, power and authority to issue and deliver such Series of Notes and to perform its obligations as provided herein and therein.
- (C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.
- (D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.
- (E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2023-2024 setting forth expected

revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2023-2024, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

- (F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2017-2018 through Fiscal Year 2021-2022, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2022-2023 and 2023-2024, respectively.
- (G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.
- (H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.
- (I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

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- (J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.
- (K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.
- (L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.
- (M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.
- (N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.
- (O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any

pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

- (P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2023 (the "Fiscal Year 2022-2023") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2022-2023 or Fiscal Year 2023-2024 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.
- (Q) The District will maintain a positive general fund balance in Fiscal Year 2023-2024.
- (R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.
- (S) The District covenants that it will immediately deliver a written notice to the Authority, the Financial Advisor, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.
- Section 13. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.
- (A) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related

thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2023-2024 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2023-2024 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

- (B) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.
- (C) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

### Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make

or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

- (B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;
- (C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;
- (D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;
- (E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;
- (F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; and
- (G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests.

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as

applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

- (1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and
- (1) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

<u>Section 15.</u> Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in

accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

<u>Section 17.</u> <u>Subordination</u>. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

- <u>Section 18.</u> Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented; provided, however, in the event the Bond Pool Structure is implemented, the District covenants to report to the Authority and the Trustee the occurrences of the events described in paragraphs (A)(1)j and (A)(2)h, below, within five business days of such occurrence.
- (A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:
  - (1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;
- e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers:
- g. Defeasances;
- h. Rating changes;
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person; or

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

- j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.
- (2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:
  - a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other

- material events affecting the tax status of such Series of Notes and the related Series of Certificates;
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee; or
- h. Incurrence of a financial obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

For the purposes of the events listed as (1)j. and (2)h., the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

- (B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.
- (C) For the purposes of this Section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).
- (D) The District's obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.
- (E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a "Listed Event"), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.
- (F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:
  - (1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

- (2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.
- (G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.
- (H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.
- <u>Section 19. Approval of Actions</u>. The aforementioned officers of the District are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as

applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

<u>Section 20.</u> Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrepealable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

<u>Section 22.</u> <u>Severability</u>. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

<u>Section 23. Electronic Signatures; DocuSign.</u> The Board hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

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# EXHIBIT A FORM OF NOTE

R-1			\$
	DISTRICT/	BOARD OF EDUCATION	
	COUNTY OF	, CALIFORNIA	
	2023-2024 [SUBORDINATE]* TAX	AND REVENUE ANTICIPATION NOTE, SERIES	

#### Date of Original Issue

REGISTERED OWNER: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE SERIES PRINCIPAL AMOUNT: \_\_\_\_\_\_\_DOLLARS

Interest Rate		<u></u>	Maturity Date		
%		_	, 20		
First	Second	Third	Fourth	Fifth	
Repayment Period					
% of the total of	100% of the total of				
[principal] [interest]	[principal] [interest]	[principal] [interest]	[principal] [interest]	principal and interest	
[principal and	[principal and	[principal and	[principal and	due at maturity**	
interest] due at	interest] due at	interest] due at	interest] due at	v	
maturity	maturity	maturity	maturity		

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on \_\_\_ 20\_\_ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank Trust Company, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

4138-8312-5556.2 A-1

<sup>\*</sup> TAX AND REVENUE ANTICIPATION NOTE, SERIES — \* To bear this designation if this Note is a Series of Subordinate Notes.

<sup>\*\*\*\*</sup> Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2023-2024 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment

4138-8312-5556.2 A-2

of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

4138-8312-5556.2 A-3

# RESOLUTION CERTIFICATE

I, Jeff Davis, Secretary of the Governing Board of Oak Park Unified School District, hereby certify as follows:
The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Governing Board of the Oak Park Unified School District held at the regular meeting place thereof or conducted by teleconference on the day of, 2023, and entered in the minutes thereof, of which meeting all of the members of the Governing Board had due notice and at which a quorum thereof was acknowledged, and that at said meeting the resolution was adopted by the following vote:
AYES:
NOES:
ABSENT:
ABSTAIN:
An agenda of said meeting was posted at least 72 hours before said meeting at 5801 Conifer Street, Oak Park, California, a location freely accessible to members of the public and on the District's website, and a brief general description of said resolution appeared on said agenda.
I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect. The Maximum Amount of Borrowing specified in the foregoing resolution is \$10,000,000.
Dated:, 2023
Jeff Davis Secretary of the Governing Board of Oak Park Unified School District

**IN WITNESS WHEREOF**, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

	Oak Park Unified School District	
	By Denise Helfstein Title: President	
[(SEAL)]		
Countersigned		
By Jeff Davis Title: Superintendent		

4.5 The following named persons are duly elected (or appointed), qualified and acting officers of the District presently holding the offices set forth opposite their respective names below and by execution hereof each certifies that the signatures of the other officers hereto are the genuine signatures of such officers (signatures of the officers executing the Note, the other Documents (as defined herein), Internal Revenue Service Form 8038-G and the Secretary's Certificate attached to the Resolution must appear below):

NAME	OFFICE	SIGNATURE
Denise Helfstein	President	
Jeff Davis	Superintendent / Board Secretary	
Adam Rauch	Assistant Superintendent, Business Serevices	
Byron Jones	Director of Fiscal Services	

District: Oak Park Unified School District Address: 5801 Conifer Street Oak Park, CA 91377 County: Ventura Executed and entered into on the Purchase Date set forth in Schedule I attached hereto and incorporated herein.

Oak Park Unified School District

By \_\_\_\_\_

Name: Adam Rauch

Title: Assistant Superintendent, Business Serevices

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: AUTHORIZE MEASURE S PROJECT 22-21S TK CLASSROOMS AT OAK HILLS

ELEMENTARY AND RATIFY AGREEMENT FOR ARCHITECTURAL

**SERVICES** 

ACTION

**ISSUE:** Shall the Board authorize Measure S Project 22-21S Classrooms at Oak Hills

Elementary and ratify agreement for architectural services?

**BACKGROUND:** In 2021-22 the Governor implemented Universal Transitional Kindergarten (TK)

expansion, which lowers the age limit to access the public school program. This program is being gradually phased in until it includes all the state's 4-year-olds by the 2025-26 school year. Given the addition of newly eligible TK students, the District has and will need to dedicate additional classroom space to TK over

the implementation period.

In collaboration with the construction management firm Balfour Beatty, staff developed a scope of work with estimates for constructing three classrooms at Oak Hills Elementary School. This plan has been reviewed and approved by the Measure S Planning Committee to be brought before the Board for approval as a Measure S Project. Additionally, during the February 8, 2023, board meeting, the

Board approved procuring architectural services to create site plans for additional classrooms. Staff solicited requests for proposals for architectural services, utilizing the California Uniform Public Construction Cost Accounting

Commission (CUPCCAA) thresholds.

District Staff requests that the board authorizes the project and ratifies the attached architectural services contract with 19six for constructing the three TK

classrooms at Oak Hills Elementary School.

**FISCAL IMPACT:** The estimated cost of the project is \$3,255,000, with the cost of the architectural

services being \$102,600 to be funded by the Measure S Bond Fund.

**BOARD POLICY:** Pursuant to Board Policy 3312 Contracts - For the contract to be valid or to

constitute an enforceable obligation against the district, all contracts must be

approved and/or ratified by the Governing Board.

**GOAL:** In Support of Goal 2.A. – Increase enrollment and retain community-based

families.

ALTERNATIVES:
1. Authorize Measure S Project and ratify the architectural services contract

2. Do not authorize the project.

**RECOMMENDATION:** Alternative No. 1

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

Adam Rauch, Assistant Superintendent, Business and Administrative Services

**BOARD OF EDUCATION MEETING, APRIL 25, 2023**Authorize Measure S Project 22-21 S and Ratify Architectural Services Agreement for TK at Oak Hills Page 2

			Respectfull	y submitted:
			Jeff Davis, Superintend	
Board Action:	On motion of	, second	ded by	, the Board of Education:
VOTE: Hardy Helfstein Lantsman	AYES	NOES	ABSTAIN	ABSENT
Moynihan Wang Student Rep				

# **Preliminary Estimate**

(3) Standard DK-TK Units (AMS) - 1,440 SF Each Restrooms Included Permanent Installation (Concrete Foundations) 5,760 sf

ltem		C	Cost / SF		Cost
Subtotal Cost for Buildings	5,760	\$	300.00	\$	1,728,000.00
Subtotal for Site Demo/Improvements/Utilities	5,760	\$	75.00	\$	432,000.00
Subtotal Hard Construction Costs	5,760	\$	375	\$	2,160,000.00
Allowance for Additional Alternate Play Area Features	5,760			\$	150,000.00
Anomalise for Additional Alternate Flag Area Fedures	0,100			<b>"</b>	100,000.00
District FFE	5,760			\$	75,000.00
Demo and Removal of (E) Classroom including trucking offsite				\$	6,000.00
Subtotal	5,760	\$	415	\$	2,391,000.00
Soft Costs on Subtotal Hard Construction Costs (AOR, DSA, IOR, Special Inspections, CM, Fees)	30%			\$	648,000.00
Contingency on Subtotal Hard Construction Costs	10%			\$	216,000.00
Total Cost for Building and Site Install Complete	5,760	\$	565	\$	3,255,000.00

Oak Park Unified School District
Oak Hills Elementary School
Modular DK/TK Classroom Project

4-14-23 UPDATE

PROJECT TIMEL	INE	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
Activity	Comments																					<u> </u>
Board Authorization to Proceed																					1	<u> </u>
Architect RFP/Selection	19 Six Architects																					l
Modular Building RFP	Pending Completion fo programming																					1
Design Development/Construction Documnents																						ŀ
DSA Submission/Approvals	Over the Counter																					1
Develop Bid Documents																						1
Bid Phase																						ŀ
Board Approval/Contract Phase																						1
Site Construction																						1
Modular Building Fabrication	Approximately (4) months																					1
Modular Building Delivery/Installation																						1
Complete Site Work																						
Turn Over to District									, and the second						·							1
																						1





## TK Classroom Bldg Addition @Oak Hills Elementary School

Requisition or Purchase Order Number

Project/Project Number

This Services Agreement (the "Agreement") is made and entered into this <u>3/1/2023</u> by and between <u>Oak Park Unified School District</u> (hereinafter referred to as "District") and <u>19six Architects</u> (hereinafter referred to as "Provider.")

#### **PROVIDER**

Provider: 19six Architects	Phone #: 805-963-1955
Address: 802 East Cota St.	Email:
Address: Ste. A	License #:
City, State, Zip Code: Santa Barbara, CA 93103	Tax ID # or Social Security #:

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

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

- 1. CONDITIONS, Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
- 2. NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

#### NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.
- 4. SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on the date agreed upon based on the approved quote for the work to be done. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.

6. PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

- ASSIGNMENT AND SUBCONTRACTORS. Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
- 8. TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days' advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

- 9. NOTICE. Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery:
  - Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

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

Oak Park Unified School District/Attn: Adam Rauch	Provider/Contact: 19six Architects
Address: 5801 Conifer St.	Address: 802 East Cota St. Ste A
City, State, Zip: Oak Park, CA 91377	City, State, Zip: Santa Barbara, Ca 93103
Email/Phone: arauch@opusd.org/818-735-3216	Email/Phone: 805-963-1955

- 10. WARRANTY. Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from the District of same.
- 11. ADDITIONAL WORK. If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

- a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time
- b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. COMPLIANCE WITH LAWS. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste.
- ☐ Universal waste,
- Sharps waste.

#### 13. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

- Indemnification. Pursuant to the full language of California Civil Code §2782.8, Consultant agrees to indemnify, including the cost to defend, Local Educational Agency and its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents, employees, or subcontractors in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or intentional misconduct of the Local Educational Agency; and does not apply to any passive negligence of the Local Educational Agency unless caused at least in part by the Consultant. The Local Educational Agency agrees that in no event shall the cost to defend charged to the Consultant exceed that Consultant's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties. This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns.
- 15. INSURANCE. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:
  - a. <u>Commercial General Liability Insurance.</u> Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$1,000,000.00	\$2,000,000.00
High risk events or activities	\$2,000,000,00	\$4,000,000.00

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

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

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

~	Personal Vehicles:	\$ 500,000.00 combined single limit or \$100,000 per person/\$300,000 per accident
~	Commercial Vehicle	\$1,000,000 combined single unit

c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance. Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. <u>Errors and Omissions Insurance</u>. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: N/A
- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage selected by District: N/A

- f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. <u>Endorsements</u>. Provider's and any and all Provider Subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.

#### OAK PARK UNIFIED SCHOOL DISTRICT MUST BE NAMED AS ADDITIONAL INSURED

- 1) General Liability
  - Construction: CG 20 10 10 01 and CG 20 37 10 01;
  - Most Other services: CG 20 26 10 01.
- 2) Primary, Non-Contributory
- G 20 01 01 13
- Waiver of Subrogation
  - G 24 04 05 09
- Commercial Automobile Liability
  - CA 20 48 10 13
- Provider's and any and all Provider Subcontractor's Commercial General Liability insurance shall provide a list of endorsements and
  exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.
- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.
- 16. SAFETY AND SECURITY. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

- a. Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.
- b. Provider shall certify in writing to the school district that neither the Provider nor any of its employees who are required to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with students have been convicted of a felony.
- c. Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.
- d. Transportation Providers are required to comply with Education Code section 49406, Tuberculosis Risk Assessment requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.
- 17. GOVERNING LAW AND VENUES. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper."

#### DISPUTE RESOLUTION.

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

- 19... ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
- 20. DOCUMENT RETENTION. After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period. Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).
  - Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.
- 21. NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
- 22. BINDING EFFECT. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
- 23. WAIVER. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
- SEVERABILITY. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
- 25. PARAGRAPH HEADINGS. The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
- 26. AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27. COUNTERPART EXECUTION: ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. This agreement shall be in effect for a term of two years from the date first written above.

Oak Park Unified School District District	Provider Provider
By: Signature	Signature South
Adam Rauch	_Alan Kroeker
Name	Name
Asst. Superintendent, Business & Admin Svcs Title	President Title
Approved as to form:	
Signature	
Name	•
District Counsel	

### STATEMENT OF WORK

D	ES	CR	IP?	$\Gamma IO$	N	OF	W	)RK	•

Schematic design, construction documents, DSA over the counter approval and scope of work as detailed in proposal dated February 6, 2023.

### WORK SCHEDULE:

Monday through Friday as scheduled with an Oak Park Unified School District employee supervising work to be completed.

### **SCHEDULE OF FEES**

FEES:

Compensation for Services

PER PROPOSAL

Total Amount not to Exceed

\$102,600.00

Proper invoicing is required. Receipts for expenses are required.

Canceled checks are not accepted as receipts.

### PAYMENT SCHEDULE:

All payments made upon final invoice within 30 days of receipt.

ADDITIONAL COSTS OF EXPENSES: NONE

# Attachment C Construction Requirements

- This Attachment is incorporated by reference in the Agreement dated 3/1/2023 and as indicated in section 4, Services.
- Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (DOSH or Cal/OSHA).
- Provider shall provide District with a copy of Provider's Injury and Illness Prevention Program.
- 4. LABOR COMPLIANCE. Provider shall procure prior to, and maintain during the course of this Agreement, registration with the Department of Industrial Relations (DIR) pursuant to California Labor Code section 1725.5. Costs associated with registration will be the responsibility of the Provider.
  - Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall also be registered with DIR.
  - b. Provider and any and all subcontractors shall comply with the California Labor Code regarding the payment of the general prevailing per diem wage rates for public work (construction) projects of more than one thousand dollars (\$1,000).
- 5. PROTECTION OF WORK AND PROPERTY. Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Provider is permitted, without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: RATIFY ARCHITECTURAL SERVICES CONTRACT FOR MEASURE S

PROJECT 18-21 S RELOCATION OF FOUR PORTABLE CLASSROOMS AT

MEDEA CREEK MIDDLE SCHOOL

ACTION

**ISSUE:** Shall the Board ratify the architectural services contract for the Measure S

Project 18-21S relocation of four portable classrooms at Medea Creek Middle

School?

**BACKGROUND:** Medea Creek Middle School's newly-constructed G-Building is eligible for State

Modernization funds if the District decommissions portable classrooms on the campus. Decommissioning a classroom requires that it is no longer used as a classroom. The District removed one of five portable classrooms on campus last

summer.

At the March 21, 2023, board meeting, the board approved procuring

architectural services to create site plans for relocating four portable classrooms to be repurposed by the District for non-classroom-based activities. Staff solicited requests for proposals for architectural services, utilizing the California

Uniform Public Construction Cost Accounting Commission (CUPCCAA)

thresholds.

District Staff requests that the board now ratifies the architectural services contract with 19six to create site plans for relocating the four portable

classrooms.

**FISCAL IMPACT:** The cost for the Architectural Services is \$115,560, to be paid by the Measure S

Bond Fund.

**BOARD POLICY:** Pursuant to Board Policy 3312 Contracts - For the contract to be valid or to

constitute an enforceable obligation against the district, all contracts must be

approved and/or ratified by the Governing Board.

**GOAL:** In Support of Goal 4 – Utilizing resources efficiently and responsibly.

**ALTERNATIVES:** 1. Ratify architectural services contract.

2. Do not ratify.

**RECOMMENDATION:** Alternative No. 1

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

Adam Rauch, Assistant Superintendent, Business and Administrative Services

**BOARD OF EDUCATION MEETING, APRIL 25, 2023**Ratify the architectural services contract for the Measure S Project 18-21S relocation of four portable classrooms at MCMS Page 2

			Respectfully	submitted:		
			Jeff Davis, E Superintendo			
Board Action: On motion of		, second	ded by	the Board of Education		
VOTE:	AYES	NOES	ABSTAIN	ABSENT		
Hardy		-		_		
Helfstein				<del>-</del>		
T						
Lantsman		· -		<u> </u>		
Lantsman Moynihan Wang						



#### Proj 18-21S Relocation of (4) Portable Classrooms @MCMS

Requisition or Purchase Order Number

herein by this reference ("Services").

Project/Project Number

This Services Agreement (the "Agreement") is made and entered into this 4/11/2023 by and between Oak Park Unified School District (hereinafter referred to as "District") and 19six Architects (hereinafter referred to as "Provider.")

PROVIDER	
Provider: 19six Architects	Phone #: 805-963-1955
Address: 802 East Cota St.	Email:
Address: Ste. A	License #:

City, State, Zip Code: Santa Barbara, CA 93103

Tax ID # or Social Security #:

A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated

B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

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

- 1. CONDITIONS. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
- 2. NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

#### NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.
- 4. SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

VCSSFA Rev. 6/16/2020

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on the date agreed upon based on the approved quote for the work to be done. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.

 PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District,

- 7. ASSIGNMENT AND SUBCONTRACTORS. Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
- 8. TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days' advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

- 9. NOTICE. Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
  - a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested, or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

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

Oak Park Unified School District/Attn: Adam Rauch	Provider/Contact: 19six Architects
Address: 5801 Conifer St.	Address: 802 East Cota St. Ste A
City, State, Zip: Oak Park, CA 91377	City, State, Zip: Santa Barbara, Ca 93103
Email/Phone: arauch@opusd.org/818-735-3216	Email/Phone: 805-963-1955

- 10. WARRANTY. Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from the District of same.
- 11. ADDITIONAL WORK. If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

- a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
- b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. COMPLIANCE WITH LAWS. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

Hazardous and toxic substances,
Hazardous waste,
Universal waste,
Sharps waste.

13. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

- 14. INDEMNIFICATION. Pursuant to the full language of California Civil Code §2782.8, Consultant agrees to indemnify, including the cost to defend, Local Educational Agency and its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents, employees, or subcontractors in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or intentional misconduct of the Local Educational Agency; and does not apply to any passive negligence of the Local Educational Agency unless caused at least in part by the Consultant. The Local Educational Agency agrees that in no event shall the cost to defend charged to the Consultant exceed that Consultant's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties. This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns.
- 15. INSURANCE. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:
  - a. <u>Commercial General Liability Insurance</u>. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

_		Each Occurrence	Aggregate
	Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$1,000,000.00	\$2,000,000.00
Г	High risk events or activities	\$2,000,000.00	\$4,000,000.00

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

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

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

~	Personal Vehicles:	\$ 500,000.00 combined single limit or \$100,000 per person/\$300,000 per accident
·	Commercial Vehicle	\$1,000,000 combined single unit

Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

d. <u>Errors and Omissions Insurance</u>. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: N/A

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- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage selected by District: N/A
- f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.
- h. <u>Certificates of Insurance</u>, Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. <u>Endorsements.</u> Provider's and any and all Provider Subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.

#### OAK PARK UNIFIED SCHOOL DISTRICT MUST BE NAMED AS ADDITIONAL INSURED

1)	) General Liability	
	O	Construction: CG 20 10 10 01 and CG 20 37 10 01;
		Most Other services: CG 20 26 10 01.
2)	Prim	ary, Non-Contributory
		CG 20 01 01 13
3)	Waiver of Subrogation	
		CG 24 04 05 09
4)	4) Commercial Automobile Liability	
		CA 20 48 10 13

- J. Provider's and any and all Provider Subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than At VII, unless otherwise
  acceptable to the District.
- m. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.
- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.
- 16. SAFETY AND SECURITY. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

- a. Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements.

  Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.
- b. Provider shall certify in writing to the school district that neither the Provider nor any of its employees who are required to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with students have been convicted of a felony.
- c. Provider and its subcontractors are not required to comply with Education Code section 45125 1, Fingerprint certification requirements
- d. Transportation Providers are required to comply with Education Code section 49406, Tuberculosis Risk Assessment requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.
- 17. GOVERNING LAW AND VENUES. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby

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waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper."

#### 18. DISPUTE RESOLUTION.

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any bind

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

- 19. ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
- 20. DOCUMENT RETENTION. After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).
  - Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.
- 21. NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
- BINDING EFFECT. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
- 23. WAIVER. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
- 24. SEVERABILITY. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
- 25. PARAGRAPH HEADINGS. The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

- 26. AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
- 27. COUNTERPART EXECUTION: ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. This agreement shall be in effect for a term of two years from the date first written above.

Provider Signature Alan Kroeker
Name
President Title
-
_

#### STATEMENT OF WORK

DESCR	IDTION	OF WORK:

Relocation of (4) portable classrooms A/E services and scope of work as detailed in proposal dated March 31, 2023.

# WORK SCHEDULE:

Monday through Friday as scheduled with an Oak Park Unified School District employee supervising work to be completed.

### SCHEDULE OF FEES

FEES:

Compensation for Services

PER PROPOSAL

Total Amount not to Exceed

\$115,650.00

Proper invoicing is required. Receipts for expenses are required.

Canceled checks are not accepted as receipts.

# PAYMENT SCHEDULE:

All payments made upon final invoice within 30 days of receipt

ADDITIONAL COSTS OF EXPENSES: NONE

#### Attachment C Construction Requirements

- 1. This Attachment is incorporated by reference in the Agreement dated 4/11/2023 and as indicated in section 4, Services.
- Provider shall be responsible for the safety of its employees and shall comply with all applicable regulations of the California Division of Occupational Safety and Health (DOSH or Cal/OSHA).
- Provider shall provide District with a copy of Provider's Injury and Illness Prevention Program.
- LABOR COMPLIANCE. Provider shall procure prior to, and maintain during the course of this Agreement, registration with the
  Department of Industrial Relations (DIR) pursuant to California Labor Code section 1725.5. Costs associated with registration will be the
  responsibility of the Provider.
  - Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall also be registered with DIR.
  - b. Provider and any and all subcontractors shall comply with the California Labor Code regarding the payment of the general prevailing per diem wage rates for public work (construction) projects of more than one thousand dollars (\$1,000).
- 5. PROTECTION OF WORK AND PROPERTY. Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property. Provider is permitted, without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.

DATE:	APRIL 25, 2023
SUBJECT:	RATIFY CONTRACT FOR MEASURE S PROJECT 22-20S NETWORK INFRASTRUCTURE REFRESH WITH ALLCONNECTED
	ACTION
ISSUE:	Shall the Board ratify the contract for Measure S Project 22-20S Network Infrastructure Refresh with AllConnected?
BACKGROUND	At the February 28, 2023 meeting, the Board, based on the ERATE process timetable to execute contracts, approved the AllConnected proposal for the network infrastructure refresh, with the understanding that the finalized contract would return to be presented to the board for ratification.
	The attached signed executed contract has been reviewed by District's legal counsel.
FISCAL IMPAC	The total cost of AllConnected's contract is \$1,480,024. After anticipated ERATE discounts on the hardware, the District's actual cost will be approximately \$1,000,000. The cost of this project is reflected under the Measure S budget framework and falls within the budgeted amount.
BOARD POLICY	Pursuant to Board Policy 3312 Contracts - For the contract to be valid or to constitute an enforceable obligation against the district, all contracts must be approved and/or ratified by the Governing Board.
GOAL:	In Support of Goal 4 – Utilizing resources efficiently and responsibly.
ALTERNATIVE	<ol> <li>Ratify contract with All Connected for Project 22-20S, Network Infrastructure Refresh</li> <li>Do not ratify the contract.</li> </ol>
RECOMMENDA	TION: Alternative No. 1
	Enoch Kwok, Director of Technology Adam Rauch, Assistant Superintendent, Business and Administrative Services
1	Respectfully submitted:
	Jeff Davis, Ed.D. Superintendent
Board Action: On	motion of , seconded by , the Board of Education:
VOTE: Hardy Helfstein Lantsman Moynihan Wang	AYES NOES ABSTAIN ABSENT
Student Rep.	

MEMBERS, BOARD OF EDUCATION

DR. JEFF DAVIS, SUPERINTENDENT

TO:

FROM:

### 14 - CONTRACTOR AGREEMENT

PROJECT: 0403-23C.1 Network Electronics

OWNER: OAK PARK Unified School District

# CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into by and between the Oak Park Unified School District, hereinafter called "District", and AllConnected, Inc, hereinafter called "Contractor,". District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties." This Agreement is made with reference to the following facts:

WHEREAS, The District published a Request for Proposal and seeks to procure the work covered in the Agreement in accordance with Public Contract Code 20118.2;

WHEREAS, The Contractor understands that the Agreement is contingent on the District's receipt of federal and/or state funds for the work covered in this Agreement. If the District does not receive adequate federal and/or state funds, this Agreement shall be null and void at the District's request. In the event that the Agreement is rendered void, the District will not be liable for any costs incurred by the Contractor prior to the issuance of a Notice to Proceed; and

NOW, THEREFORE, the Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

- Contract Documents. The complete contract includes all of the "Project Documents" provided in the Request for Proposal, including all
  modifications, addenda and amendments thereto. The Contract Documents are complementary and what is called for by
  anyone shall be as binding as if called for by all.
- Scope of Work. The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete, in a good workmanlike manner, the work in strict accordance with the Request for Proposal <u>0403-23C.1 Network Electronics</u>.

It is understood and agreed that the work shall be performed and completed as required in strict accordance to the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

1. <u>Total Contract Price</u> – As full consideration for the faithful performance of the agreement, District shall pay to Contractor, subject to any additions or deductions as provided in the Contract Documents, the sum of:

### Total sum of Base Bid

One million, five hundred thirty thousand, twenty-three dollars and ninety-three cents Dollars (\$ 1,530,023.93).

Contingency amount (if applicable) N/A	
CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER Total sum of Base Bid + Contingency	

- 1. Contingency Fee Contractor agrees that the Contingency Fee shall be used for adds, moves, and changes requested and authorized by the District in writing. If applicable, the Contract Price will be reduced by the amount of the unused Contingency Fee at the completion of the Project. Per the requirement of the E-Rate program, the District will file a Form 500 to reduce the amount of the E-Rate eligible committed funding accordingly.
- Work to Commence It is hereby understood and agreed that the wok under this Agreement shall not commence until after the issuance of the Notice to Proceed. No work may commence until after April 1 of the previous funding year per the requirements of the E-Rate Program.
- Time for Completion Project must be completed within ninety (90) consecutive calendar days from the date specified in the District's Notice to Proceed. Agreement may be extended if mutually agreed on by both parties in writing.

Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof.

4. <u>Liquidated Damages</u> Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, in accordance with Government Code section 53069.85, Contractor agrees that it shall pay to the District the sum of <u>Five Hundred Dollars and No Cents (\$500.00)</u> per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty. In the event any portions of the liquidated damages are not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

- 5. Coordination of Work The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
- 6. Loss Or Damage The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
- Classification of Contractor's License Contractor hereby acknowledges that it currently holds valid Contractor's license(s) issued by the State
  of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in
  the classification called for in the Contract Documents.
- 8. Payment of Prevailing Wages The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors under the Contractor shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
- 9. <u>Labor Compliance</u> If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents, or the District cannot issue payment.
- 10. Payment On or before the twentieth (20th) day of each month, Contractor shall submit to the District an itemized application for payment for Work completed during the prior month. The application shall include all information required by the District and shall be in a format approved by the District.

Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. No progress payments will be made for Work not completed in accordance with this Agreement or for any amounts withheld by the District due to punch list items, disputed work or stop notices, upon final completion.

District shall make said payment of any balance due to the Contractor promptly upon filing the Notification of Completion for the Project, receipt of a release of lien and claims from the Contractor pursuant to Civil Code section 3262, and its acceptance of the Work. In the event that the District is required to withhold amounts from payment due to punch list items, disputed work or stop notices, Contractor shall execute a Conditional Waiver and Release upon Final Payment on the form prescribed in Civil Code section 3262 and shall execute an Unconditional Waiver and Release upon Final Payment on the form prescribed in Civil Code Section 3262, upon the District's payment of any amounts originally withheld from payment. Pursuant to California law, should a dispute arise between the Contractor and District, including amounts withheld for punch list items, District may withhold from the payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount and/or the amount of the punch list work.

The Contractor to comply with the SLD's Form 474 "Service Provider Invoicing" (SPI) method for this contract. Contractor will invoice USAC directly for the committed funding amount of "eligible" equipment and services. The Owner will only be responsible for their percentage of the "eligible" equipment and services and 100% of "ineligible" equipment and services. A copy of the Form 474 will be sent to the Project Administrator, for approval, prior to be sent to USAC.

In the event that the Owner authorizes the Service Provider to begin service prior to filing a Form 486 (Receipt of Service Confirmation Form), the Owner agrees to pay the Service Provider in full for the discounted and undiscounted amount of the accepted service(s) received. The Owner shall, at their sole discretion, seek reimbursement for the discounted amount of the service provided from USAC. The Owner shall do so by preparing and submitting a Form 472 Billed Entity Applicant Reimbursement (BEAR) to USAC. Service Provider agrees to remit any and all reimbursement payments received by the Service Provider as a result of a Form 472 filed by the Owner, within 20 business days after receipt of funds released by USAC.

- 11. <u>Public Safety</u> During the performance of the Project, Contractor shall take over all the necessary precautions and place proper guards for the prevention of accidents and shall be liable to the District for all damages and costs resulting from the Contractor's acts or omissions in the performance of the Project or from any improper materials used in its construction.
- 12. <u>Insurance</u> Contractor shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001) and with insurance companies acceptable to the District.

At all times during the performance of the Project under this Agreement, Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form at least as broad as Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto) and with insurance companies acceptable to the District.

At all times during the performance of the Project under this Agreement and until the date of Project completion and acceptance by the District, Contractor shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.

13. The following insurance limits are required for the Agreement:

Combined Single Limit	
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence

14. <u>Fingerprinting Requirements</u> Contractor shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with the District's pupils. Contractor shall also ensure that its subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, Contractor and its subcontractors must provide for the completion of the certification form provided in the Request for Proposal and incorporated herein by reference prior to commencing work on the Project. In no event shall any employees of Contractor or its subcontractors come into contact with the District's pupils before the certification is completed.

- 15. <u>Bonds</u> The Contractor shall be required to furnish a Payment and a Performance Bond, in an amount not less than one hundred percent (100%) of the Contract Price within ten (10) days of the District's issuance of the Notice to Proceed and prior to the performance of any work or the ordering of any Equipment for the Project. The bonds shall be secured from a surety company satisfactory to District, shall be submitted on the prescribed bond forms include in the request for Proposal. The bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to Code of Civil Procedure section 995.120. Failure to submit acceptable bonds will be cause of termination of the Agreement.
- 16. Additional Work To the extent that additional work is required for the proper completion of the Work due to unforeseen circumstances and/or site conditions and is, therefore, not set forth in Contract Documents, the Parties may execute a change order to this Agreement setting forth the scope of such additional work, the time for completion for such additional work and the amount of additional compensation.
- 17. Assignment of Contract Neither Party shall not assign, transfer, convey, or otherwise dispose of this Agreement or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from the other Party's authorized representative.
- 18. <u>Suspension/Termination of Contract</u> If Contractor fails to commence work as provided in the Agreement, or fails to make delivery of materials promptly as ordered and such delivery is so late as to amount to gross negligence or willful misconduct, or if in the opinion of District's authorized representative, Contractor is not carrying out the provisions of the Agreement in their true intent and meaning, written notice will be served on Contractor to provide, within a specified time to be fixed by District's authorized representative, for satisfactory compliance with this Agreement. If Contractor neglects or refuses to comply with such notice within the time therein fixed, he/she shall not thereafter exercise any rights under said Agreement or be entitled to receive any of the benefits thereof, except as hereinafter provided, and District's authorized representative may with the approval of the District Board perform any part of the Project or purchase any or all of the material included in the Agreement or required for the completion thereof, or take possession of all or any part of the machinery, tools, appliances, materials and supplies used in the Project covered by the Agreement or that have been delivered by or on account of Contractor for use in connection therewith, and the same may be used either directly by District or by other parties for it, in the completion of the Project.

District has the right to terminate or abandon any portion or all of the Project under this agreement by giving ten (10) calendar days written notice to Contractor and its Surety. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the Project completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the Project completed prior to termination. If said termination occurs prior to the issuance of the Notice to Proceed, the District shall not be liable to the Contractor for any costs or amounts whatsoever under this Agreement. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of the Project.

Contractor may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this agreement through no fault of Contractor.

- 19. Permits and Licenses Contractor shall maintain any required licenses or professional certifications required to perform the Scope of Work specified herein throughout the duration of the performance of the Project. Contractor and its subcontractors, if any, shall comply with all laws, ordinances, rules and regulations relating to the Project and to the preservation of public health and safety, obtaining all necessary permits and licenses for the construction of the Project and posting all deposits or bonds required by law.
- 20. <u>Assignment of Anti-Trust Claims</u> Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action as it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Agreement. This assignment shall become effective at the time that District tenders final payment to Contractor, without further acknowledgment by the parties. Contractor shall have the rights set forth in Sections 4553 and 4554 of the Government Code.
- 21. <u>Notice of Third-Party Claims</u> Pursuant to Public Contract Code section 9201, the District shall provide the Contractor with timely notification of the receipt of any third-party claim, relating to the Agreement. The District is entitled to recover its reasonable costs incurred in providing such notification.

- 22. <u>Substitution of Security</u> If the Contract Price will be paid over a series of progress payments, from which the District is required to withhold a percentage of the progress payment pursuant to California law, pursuant to Public Contract Code section 22300, Contractor may substitute securities for any money withheld by District for progress payments to ensure the performance under the Agreement.
- 23. <u>Procedure for Resolving Disputes</u> The parties to this Agreement are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code (as amended by the Statutes of 1990, Chapter 1414, effective January 1, 1991), which requires compliance with the following procedures to resolve any claim by the contractor of \$375,000 or less regarding an extension of time, a change order, extra work, or any other disputed amount: If following the meet and confer conference the claim or any portion remains in dispute, the claimant must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- 24. <u>Indemnification</u> To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District against any and all claims involving any type of property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site; provided however, Contractor shall only be liable to the extent of its negligence or willful misconduct. Contractor will defend any action filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney fees in connection therewith. Contractor will promptly pay any judgment rendered against Contractor or District arising out of or in connection with such work, operation or activities of Contractor hereunder and Contractor agrees to save and hold District harmless there from. District may retain to the extent it deems necessary, the money due to Contractor under and by virtue of this Agreement until disposition has been made of such actions or claims for damages as specified herein above.
- 25. <u>Interpretation</u> In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.
- 26. Governing Law This Agreement shall be construed in accordance with and be governed by the laws of the State of California. The Parties agree that Kern County, California is the proper venue for enforcement of the terms of this Agreement. The prevailing party in any action to enforce this Agreement or otherwise concerning the terms of the settlement of the action shall be awarded costs and attorney's fees.
- 27. Guarantee of Project Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year after the date of final acceptance (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later), Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand. Nothing in this section shall limit the District's legal remedies for defective work, including but not limited to remedies pursuant to California Code of Civil Procedure section 337.15.
- 28. Equipment Warranty Contractor shall maintain a guarantee that all items delivered under this Agreement are protected against imperfections of materials and/or workmanship during the period of the Agreement. Within thirty (30) days of completion of the
  - Project, the Contractor shall assign any manufacturers or other equipment warranties to the District and shall provide the District with any relevant document(s) thereto.

Should the contract warrant an additional term above the already established term.

Integrated Agreement This Agreement embodies the entire understanding between the Parties pertaining to the matters described herein. Each party acknowledges that no party, agent or representative of the other party has made any promise, representation, or warranty, express or implied, not expressly contained in this Agreement, that induced the other party to sign this document. No modification of this Agreement shall be valid unless agreed to in writing by the Parties. This Agreement may be executed in separate counterparts, the whole of which shall constitute a binding agreement. Facsimile or E-mail signatures, when received, shall have the same force and effect as original signatures.

Contract Expiration This agreement expires on the date listed below. The contract may be extended upon agreement by both parties.
 Contract Expiration Date: September 30, 2024

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Effective Date set forth in the introductory paragraph above.

DIGITAGI		"CONTRACTOR" AllConnected, Inc.	
Ву:	A goul	Ву	A
Name:	Adam Rauch	Name:	Alan McDonald
Title:	Assistant Superintendent	Title:	President & CEO
Date:	3/23/2023	Date:	2/10/2023

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: PUBLIC DISCLOSURE AND APPROVAL OF COLLECTIVE BARGAINING

AGREEMENT BETWEEN THE DISTRICT AND OAK PARK TEACHERS

ASSOCIATION

**ACTION** 

**ISSUE:** 

Shall the Board of Education disclose and approve the collective bargaining agreement between the District and Oak Park Teachers Association (OPTA) for fiscal year 2022-2023?

**BACKGROUND:** 

Local education agencies are required by Government Code Section 3547.5 to publicly disclose provisions of all collective bargaining agreements (CBA) prior to entering into a written agreement. This provision ensures that the public is informed of the associated costs before it becomes binding on the District.

On March 15, 2023, the District and OPTA reached a tentative agreement for 2022-2023, the first year of a three-year CBA. The agreement includes a 5% increase to the salary schedules for all certificated bargaining unit members, retroactive to July 1, 2022 and a 3% retroactive to January 1, 2023 for a total of 8% ongoing. The agreement contains no other material financial impacts to the District and the proposed CBA has been ratified by the full OPTA membership.

The Disclosure of Collective Bargaining Agreement statement required by AB 1200 and GC 3547.5 follows this report. Also included is the proposed CBA and the updated certificated salary schedule. The revised 2022-2023 OPTA contract is available at the following link:

**BOARD POLICY:** 

Pursuant to Board Policy Public 4143.1, 4243.1 Notice - Personnel Negotiations Before entering into a written agreement covering matters within the scope of representation, the Board shall disclose, at a public meeting, the major provisions of the agreement, including but not limited to the costs that would be incurred by the district under the agreement for the current and subsequent fiscal years.

**GOAL:** 

In Support of OPUSD Goal 4 – Utilizing resources efficiently and responsibly - Maintain fiscal stability and solvency.

**FISCAL IMPACT:** 

The proposed salary increases will be funded from the General Fund unrestricted and undesignated ending balance. Assuming the Board's approval, the District's revised 2022-2023 Reserve for Economic Uncertainties is projected to exceed the District Board Policy (BP 3100) minimum Reserve Balance for Economic Uncertainty of six percent (6%).

**ALTERNATIVES:** 

- 1. Approve the 2022-2023 Collective Bargaining Agreement between the District and Oak Park Teachers Association.
- 2. Do not approve the proposed agreement.

BOARD OF EDUCATION MEETING, APRIL 25, 2023
Public Disclosure and Approval of Collective Bargaining Agreement
Between the District and Oak Park Teachers Association Page 2

NDATION: Alter	native No. 1			
	Stewart McGugan, Assistant Superintendent, Human Resources Adam Rauch, Assistant Superintendent, Business and Administrative Services			
		Respectfully sub	mitted,	
		Jeff Davis, Ed.D. Superintendent		
Board Action: On motion of, second		ded by	, the Board of Education:	
AYES	NOES	ABSTAIN	ABSENT	
	Stewart McGugan, A Adam Rauch, Assist	Stewart McGugan, Assistant Superintender Adam Rauch, Assistant Superintendent, Brown and Stewart McGugan, Assistant Superintendent, Brown	Stewart McGugan, Assistant Superintendent, Human Resources Adam Rauch, Assistant Superintendent, Business and Administrat Respectfully substituted and the superintendent Superintendent.  Superintendent AYES NOES ABSTAIN	

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District:	Oak Park Unified School District		
Name of Bargaining Unit:	Oak Park Teachers Association		
The proposed agreement	covers the period:	Employee Type:	
Beginning:	7/1/2022	Certificated:	X
Ending:	6/30/2023	Classified:	
The proposed agreement v	will be acted upon by the Governing Board		
at its meeting on:	4/25/2023		
	<del></del>		

# A. Proposed Change in Compensation:

<u> </u>		T		_	Fiscal Impa	ct	of Proposed	LΔα	roomont
			Cost Prior	Fiscal Impact of Proposed Agreed For Multi-year Agree					
l			o Proposed	C	urrent Year	Ė	Year 2	<u> </u>	Year 3
	Compensation		Agreement	Ī	2022-23	ŀ	2023-24		2024-25
┢	•	Ť							
1.	Salary Schedule - Increase/(Decrease)	s	22,568,282	\$	1,373,552	s			
	,	Ť	,	Ť	6.09%	Ť	%		%
		$\top$				_			
2.	Step and Column - Increase/(Decrease) due to			\$		\$		\$	
	movement plus any changes due to settlement.				%		%		%
		T				Г			
3.	Other Compensation - Increase/(Decrease)	Ì		\$		\$		\$	
ļ	(Stipends, Bonuses, Etc)				0.00%		%		%
4.	Statutory Benefits - Increase/(Decrease) in	\$	4,966,537	\$	306,017	\$		\$	
	STRS, PERS, FICA, WC, UI, Medicare, etc.				6.16%		%		%
5.	Health/Welfare Benefits - Increase/(Decrease)	\$	3,077,432	\$		\$		\$	
<u></u>					0.00%		%		%
		1							
6.	Total Compensation - Increase/(Decrease)	\$	30,612,250	\$	1,679,569	\$		\$	
<u> </u>	(Total Lines 1-5)				5.49%		%		%
I _		l		l				l	
7.	Total Number (FTE) of Represented Employees	#	221	#	221	#		#	
_			400 500	_	=				
8.	Total Compensation Cost for Average Employee	\$	138,580	\$	7,603	\$	0/	\$	0/
<u> </u> -	Increase/(Decrease) (Line 6/Line 7)	╀		⊢	5.49%	<u> </u>	%	<u> </u>	%
0-	Contitionted Teacher's Calent (Evolution Beautite)	1							
ga.	Certificated Teacher's Salary (Excluding Benefits) -Minimum Dally Rate		202	•	207	•		•	
i	Winimum Daily Rate	\$	303	12	327 8.00%	9	%	\$	%
	-Maximum Daily Rate	<del> </del>	617	6	667	6		\$	70
	-maximum Dany Rate	\$	017	₩	8.00%	\$	%	9	%
	-Substitute Daily Rate	\$	150	8	150	\$	70	\$	70
1		٣	130	╨	0.00%	۳	%	۳	%
9ь.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	16,874	s	16,874	\$		\$	70
"	, amain over round arronal o bollotte amount por true	٣	10,074	٣	10,017	-		۳	
	- District Cost Annual H&W Benefit amount per FTE	\$	14,103	s	14,103	\$		\$	
		Ť	, . 50	Ť	, . 30	Ť		Ť	
	- Current Negotiated H&W Cap amount per FTE	\$	14,103	\$	14,103	\$		\$	

Please include comments and explanations as necessary:	The tentative agreement with OPTA includes a salary
increase of 8%. This increase is reflected on the salary schedule	and is considered "on-going." July 2022 through
December 2022 represents a 5% increase; Beginning January 202	23, on-going, represents full 8%.

Disclosure of Collective Bargaining Agreement
School District: Oak Park Unified School District

В.	Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):  None
C.	What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):  None
D.	What contingency language is included in the proposed agreement? (reopeners, etc.):  None
E.	Will this agreement create, increase, or decrease deficit financing in the current or future years?  This agreement will increase deficit spendign in out-years, but is not expected to increase deficit financing in the current or future years.
F.	Source of Funding for the Proposed Agreement:  1. Current Year: General Fund
	How will the ongoing cost of the proposed agreement be funded in <u>future</u> years?  General Fund
	<ol> <li>If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):</li> <li>Due to General Fund reserve balance, the District expects to fully fund on-schedule increases as reflected through multi-year projections, including 8.13% COLA projected in FY 2023-24, as based on 2nd Interim budget.</li> </ol>

	(Col. 1) Latest Board Approved Budget Before Settlement As of <u>3/21/2023</u>	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	46,094,442	0	0	46,094,442
Remaining Revenues (8100-8799)	13,344,065	0	0	13,344,065
TOTAL REVENUES	59,438,507	0	0	59,438,507
EXPENDITURES			_	
1000 Certificated Salaries	25,154,377	1,535,885	0	26,690,262
2000 Classified Salaries	8,278,089	494,969	0	8,773,058
3000 Employees' Benefits	12,488,666	479,638	0	12,968,304
4000 Books and Supplies	2,832,648	0	0	2,832,648
5000 Services and Operating Expenses	6,519,178	0	0	6,519,178
6000 Capital Outlay	37,194	0	0	37,194
7100-7499 Other	453,856	0	0_	453,856
TOTAL EXPENDITURES	55,764,008	2,510,492	0	58,274,500
OPERATING SURPLUS (DEFICIT)	3,674,499	(2,510,492)	0	1,164,007
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	3,674,499	(2,510,492)	0	1,164,007
BEGINNING BALANCE	5,160,410	0	0	5,160,410
CURRENT YEAR ENDING BALANCE	8,834,909	(2,510,492)	0	6,324,417
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	0	0	0	0
Restricted (9740)	4,197,257	0	0	4,197,257
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	0	0	0	0
Unappropriated Amounts (9790)	4,637,652	(2,510,492)	0	2,127,160

please explain the variance below.	
Please include comments and explanations as necessary:	 

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6,

Disclosure of Collective Bargaining Agreement
School District: Oak Park Unified School District

**Multi-Year Projections** (Col. 2) (Col. 3)

	(Col. 1) 2022-23 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2023-24	(Col. 3) Budget Year 2 2024-25
REVENUES			
LCFF Revenues (8010-8099)	46,094,442	48,662,431	48,756,665
Remaining Revenues (8100-8799)	13,344,065	9,553,031	9,725,249
TOTAL REVENUES	59,438,507	58,215,462	58,481,914
EXPENDITURES			
1000 Certificated Salaries	26,690,262	27,032,803	26,970,180
2000 Classified Salaries	8,773,058	8,863,590	8,942,201
3000 Employees' Benefits	12,968,304	13,244,596	13,288,277
4000 Books and Supplies	2,832,648	2,612,683	2,977,019
5000 Services and Operating Expenses	6,519,178	6,961,210	6,981,477
6000 Capital Outlay	37,194	12,194	12,194
7100-7499 Other	453,856	453,856	453,856
TOTAL EXPENDITURES	58,274,500	59,180,933	59,625,205
OPERATING SURPLUS (DEFICIT)	1,164,007	(965,471)	(1,143,290)
OTHER SOURCES AND TRANSFERS IN	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,164,007	(965,471)	(1,143,290)
BEGINNING BALANCE	5,160,410	6,324,417	5,358,946
CURRENT YEAR ENDING BALANCE	6,324,417	5,358,946	4,215,656
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	0	0	0
Restricted (9740)	4,197,257	3,226,054	2,113,722
Committed (9750 / 9760)	0	0	0
Assigned (9780)	318,710	270,057	212,442
Reserve for Economic Uncertainties (9789)	1,808,450	1,862,836	1,889,492
Unappropriated Amounts (9790)	0	(0)	0

Multi-Year Projections Assumptions:	_				
				<del></del>	

Disclosure of Collective Bargaining Agreement
School District: Oak Park Unified School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1	State	Pacarya	Standard	

(	amounts	from	page 4)	

State Reserve Standard	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 58,274,500 \$	59,180,933 \$	59,625,205
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District	\$ 1,748,235 \$	1,775,428 \$	1,788,756
(Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)			

2. Budgeted <u>Unrestricted</u> Reserve (After Impact of Proposed Agreement)

	 2022-23	2023-24	2024-25
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 1,808,450 \$	1,862,836 \$	1,889,492
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0 \$	0 \$	0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 1,688,020 \$	1,688,020 \$	1,688,020
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0 \$	0 \$	0
e. Total District Budgeted Unrestricted Reserves	\$ 3,496,470 \$	3,550,856 \$	3,577,512

3.	Do Unrestricted reserves meet the state standard minimum reserve amount?
	X
	No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.	
We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement	ent.
District Superintendent (Signature)  DEFF DAVIS Printed Name  4/10/23  Date	
District Chief Business Official Printed Name    Apart   Apart   4/10/23   Printed Name   Date	

# **AGREEMENT**

# **BETWEEN**

# OAK PARK UNIFIED SCHOOL DISTRICT

# **AND**

# OAK PARK TEACHERS ASSOCIATION



Educating Compassionate and Creative Global Citizens

July 1, 2022 through June 30, 2025

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#### **ARTICLE 1 – RECOGNITION**

The Oak Park Unified School District (District) has voluntarily recognized the Oak Park Teachers Association, CTA/NEA (OPTA) as the exclusive representative for an appropriate unit of employees described below for purposes of meeting and negotiating with the District.

# The appropriate unit

*Includes:* Certificated employees including Classroom Teachers, Special Education Teachers, School Nurse, Counselors, Psychologists, Speech Therapists, Migrant Teachers, Resource Teachers, District certificated employees assigned or accepted to teach summer school; and

**Excludes:** All other positions not specifically enumerated above, including but not limited to, all employees designated as management, supervisory and/or confidential employees, classified employees, daily and long term substitute employees, part-time employees serving one-fourth or less of a full-time unit position.

#### ARTICLE 2 – COMPLETE UNDERSTANDING

Except as specifically provided herein, all conditions of employment and general working conditions within the scope of meeting and negotiating pursuant to Government Code section 3540 et seq., in effect in the District prior to and at the time this Agreement is signed are null and void.

This Agreement terminates and supersedes all past practices, agreements, procedures, traditions and rules or regulations concerning the matter covered herein. This Agreement shall not be interpreted or applied to provide unit members with professional or other advantages heretofore enjoyed unless expressly stated herein.

Except as specifically provided herein, or by mutual agreement, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated, ratified and/or signed this Agreement. This constitutes a knowing and specific waiver of rights in connection with each and every subject matter specifically, expressly or implicitly classified as a matter within the scope of representation as defined by the Educational Employment Relations Act and/or any precedential decision of the Public Employment Relations Board.

#### ARTICLE 3 – SAVINGS AND SEPARABILITY

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, inclusive of appeals, if any, said article, section or clause as the case may be shall be automatically deleted from this Agreement to the extent it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

Upon the request of either party, the parties shall meet not later than ten (10) days after such request to negotiate in connection with the provision or provisions affected.

#### ARTICLE 4 – NON-DISCRIMINATION

Neither the District nor the Association shall discriminate against any employee on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, nor on the basis of membership or lack of membership in an employee organization, nor participation in lawful employee activities, or refraining from participation in employee organization activities.

#### ARTICLE 5 - ORGANIZATIONAL SECURITY

Intent: It is the intent of the parties to follow Education Code 45060 and SB 866.

- 1. Membership: The Association, shall deliver to the District a list of members who have requested, in revocable written authorization, deduction of membership dues. Any revocation of a written authorization shall be in writing and shall be effective provided the revocation complies with the terms of the written authorization. The District shall not require the completion of a new deduction authorization when a dues or other change has been affected or at any other time without the express approval of the Association. The District shall honor the terms of the employee's written authorization for payroll deductions. Member requests to cancel or change authorizations for payroll deductions for the Association shall be directed to the Association rather than to the District. The Association shall be responsible for processing these requests. The District shall reply on information provided by the Association regarding whether deductions for a member were property canceled or changed, and the Association shall indemnify the District for any claims made by the employee for deductions made in reliance on that information. Deductions shall be made in accordance with the District's procedures.
- 2. Notice of Amounts: The Association shall annually (by August 1) notify District fiscal services of the scheduled amount of that year's dues and service fees for purposes of payroll deductions. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing at least fifteen (15) workdays after such submission. Dues and service fees withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for receipt of such funds. Such remissions to the Association will also note any personnel deletions or additions.
- 3. Prorating deductions: Deductions for bargaining unit employees who commence duties after the beginning of the school year and therefore are not subject to deductions until after the beginning of the school year, shall be prorated to the number of school months during the school year in which they are a member of the Association or otherwise subject to the terms of this Organizational Security Clause. Any fraction of a month shall be counted as a full month.

4. Defense and Indemnification: The Association agrees to indemnify and hold harmless from liability and to pay all legal fees and legal costs incurred in defending against any court action and/or administrative action including before the Public Employment Relations Board, which action challenges the legality or constitutionality of this Article or its implementation; and the Association shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to herein shall or shall not be compromised, resisted, tried, or appealed.

# **ARTICLE 6 – DISTRICT RIGHTS**

In order to insure that the District is able flexibly and efficiently to carry out its functions and responsibilities as imposed by law, it is understood and agreed that the District retains all of its power and authority to direct, manage and control the performance of District services and the work force performing such services. The District retains therefore, the exclusive rights, duties and powers which include, but are not limited to, the following: determine its organization, direct the work of its employees, determine the kinds and levels of services to be provided, and the methods and means of providing them; determine staffing numbers and patterns; determine the number and kinds of personnel required, determine the standards and procedures for selecting employees, lawfully to contract out work, maintain the efficiency and flexibility of District operations, relieve its employees from duties because of lack of work, lack of funds or other lawful reasons; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the content of job classifications, determine the methods of raising revenue; to assign work to employees in accordance with requirements as determined by the District, to establish and change work schedules, hours and assignments, and establish the days and hours when employees shall work; to establish employee performance standards, including, but not limited to, quality and quantity standards; to establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of District services; take any action in the event of an emergency including, but not limited to, suspending any and all provisions of this agreement for the duration of the emergency; (for purposes of this clause an emergency is defined as an act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure or energy crisis) to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms and provisions of this agreement and then only to the extent such specific and express terms and conditions comply with applicable law. The discretion to apply the above rights and determination of whether or not an emergency exists are solely within the judgment and discretion of the Governing Board and/or its designee. The District's exercise of rights under this article is specifically excluded from the operation of the contractual grievance procedure and the District is absolutely privileged to refuse to process any grievance, which alleges a violation of this District's rights article.

#### **ARTICLE 7 – ASSOCIATION RIGHTS**

Subject to reasonable rules and regulations, OPTA shall have the right to use school buildings and facilities for OPTA activities only outside established work time, except:

- 1. When an authorized OPTA representative secures advance permission from the Superintendent or their designee for use of school facilities within established work time;
- 2. When OPTA activities do not interfere with the school, the program or duties of unit members:
- 3. When OPTA activities do not interfere with the rights of employees to refrain from listening to or speaking with OPTA representatives.

OPTA shall have the right to post notices with an appropriate OPTA identification, regarding activities and matters of concern on designated bulletin boards, at least one (1) of which shall be provided at each school building in areas frequented by unit members. OPTA may use the District employee mailboxes for communications to unit members. Copies of all OPTA material posted or distributed shall be mailed to the Superintendent at the time the information is posted and/or distributed.

Authorized representatives of OPTA shall be permitted to transact official OPTA business on school property only when it does not interfere with the school program or duties of unit members. Authorized Association representatives may use the district e-mail for Association business.

OPTA agrees to pay a reasonable fee for any unusual wear or damage to District facilities caused by activities. OPTA will not post or distribute information which it knows to be, or has reason to believe, is false. Such postings shall be subject to immediate removal by the District.

On Friday of the week preceding a regularly scheduled Board meeting the District will provide the chapter president with a copy of the public agenda and non-confidential back-up materials attached thereto.

For provisions pertaining to Association Leave, please see Article 14.

#### ARTICLE 8 – NO STRIKE/NO LOCKOUT

In consideration of the promises, obligations and benefits conferred by this agreement on the Association, its members, agents, employees and other unit members, it is agreed and understood that there will be no strike, work stoppage, slowdown, picketing in connection therewith, or other interference with the operations of the District by the Association, its officers, agents, employees or members during the term of this Agreement including any agreed upon extension thereof. Nor will the Association comply with the request of other labor organizations to engage in any such activity during the term of this Agreement or any agreed upon extension thereof.

The purpose of this clause is to provide for peaceful, harmonious and uninterrupted services regardless of whether or not disputes arise under this Agreement, outside the scope of this Agreement or in connection with contractual reopeners, if any. The mutual commitments of this clause apply to any and all such disputes.

The Association recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is understood and agreed that in the event the Association, its officers, agents, employees and/or members violate this article the Governing Board shall be entitled to pursue any and all lawful remedies through available legal and/or administrative forums.

During the term of this Agreement, or any agreed upon extension thereof, the District agrees not to lock out bargaining unit members.

#### ARTICLE 9 – SALARIES AND COMPENSATION REGULATIONS

1. 2004-2005 Salaries: Effective July 1, 2004, the Certificated Salary Schedule (Appendix A) shall be increased by one- and one-half percent (1.5%) for Class X, Class A, Class B, Class C, Class D Years of Service 1-13, Class F, and Class G.

Effective January 1, 2005, the 2004-2005 Certificated Salary Schedule (Appendix A) Class D shall be compacted to delete Years of Service Steps 34, 38, and 42. Class D Years of Service steps 14, 18, 22, 26 and 30 will be increased to the following: Class D, Step 14 will be \$68,886.39, Step 18 will be \$70,745.04, Step 22 will be \$72,557.52, Step 26 will be \$74,375.17, and Step 30 will be \$76,205.64.

2005-06 Salaries: Effective July 1, 2005, the Certificated Salary Schedule shall be increased by three percent (3%).

2006-07 Salaries: Effective July 1, 2006, the Certificated Salary Schedule shall be increased by six and one-quarter percent (6.25%).

2007-08 Salaries: Effective July 1, 2007, the Certificated Salary Schedule (Appendix A) shall be increased by three and one-quarter percent (3.25%).

2010-11 Salaries: Effective July 1, 2010, the current Certificated Salary Schedule will remain the same.

2011-12 Salaries: Effective July 1, 2011, the current Certificated Salary Schedule will remain the same.

2012-13 Salaries: Effective July 1, 2012, the current Certificated Salary Schedule will remain the same.

2013-14 Salaries: Effective July 1, 2013, the Certificated Salary Schedule (Appendix A) shall be increased by three percent (3%).

2014-15 Salaries: Effective July 1, 2014, the Certificated Salary Schedule (Appendix A) shall be increased by five percent (5%).

2015-16 Salaries: Effective July 1, 2015, the Certificated Salary Schedule (Appendix A) shall be increased by six percent (6%).

2016-17 Salaries: Effective July 1, 2016, the Certificated Salary Schedule (Appendix A) shall be increased by two and one-half percent (2.5%).

2017-18 Salaries: Effective July 1, 2017, the current Certificated Salary Schedule will remain the same.

2018-19 Salaries: Effective July 1, 2018, the Certificated Salary Schedule shall be increased by three percent (3%).

2019-20 Salaries: Effective July 1, 2019, the current Certificated Salary Schedule will remain the same

2020-2021 Salaries: Effective July 1, 2020, the current Certificated Salary Schedule shall be increased by one percent (1%).

2021-2022 Salaries: Effective July 1, 2021, the current Certificated Salary Schedule shall be increased by three and one half percent (3.5%).

2022-2023 Salaries: Effective July 1, 2022 the current Certificated Salary Schedule shall be increased by five percent (5%). Effective January 1, 2023 the current Certificated Salary Schedule shall be increased by an additional three percent (3%) to reflect a total salary increase of 8%. Certificated unit members employed on the date this agreement is approved by OPTA and the Board, will receive the retroactive payments to July 1, 2022 and January 1, 2023. Mid-year retirees shall be eligible for the applicable retroactive payment prorated based on the actual days worked in the 2022-2023 school year.

- a. *COLA* is herein defined as and limited to the State-enacted, implemented and funded cost of living percentage adjustment to the Oak Park Unified School District's Base Revenue Limit as defined, calculated and funded under Education Code section 42238.1, or its successor, if any. The following funds are specifically excluded from such formula: Non-general fund monies, reimbursements (mandated costs, etc.,) categorical funds, lottery, tax receipts, Urban Impact Aid, special purpose monies (e.g., drivers' education, transportation, special education, Class Size Reduction monies earmarked for personnel and/or facilities), summer school, desegregation funds, equalization aid and other monies not attributable to the state COLA formula. Subject to receipt, if deficit reduction monies are allotted to increase the Base Revenue Limit on an ongoing basis, then, in that event, such monies will also be included in the above definition of COLA.
- 2. Longevity: Unit Members in Class C and Class D shall be granted a longevity increase for specified years of service.

Class C: After receiving the salary step advancement for Year 12, Unit Members in Class C shall earn a longevity increase for each additional four (4)-year period of service up to Year 24. The amount of the longevity increases shall be as specified in the Certificated Salary Schedule (Appendix A).

Class D: After receiving the salary step advancement for Year 14, Unit Members in Class D shall earn a longevity increase for each additional four (4)-year period of service up to Year 30. The amount of longevity increases shall be as specified in the Certificated Salary Schedule (Appendix A). Longevity increases shall continue to be granted for Unit Members in Class D beyond Step 30. Such longevity increments will be earned for each additional four (4)-year period of service. The amount of each increment earned shall be equal to the longevity increase from Step 26 to Step 30 of the Certificated Salary Schedule (Appendix A).

- 3. Summer School: The hourly rate for summer school will be determined by:
  - a. Dividing the daily rate at A3 on the current year's salary schedule divided by six (6) for teachers who are temporary, probationary or have not yet completed one (1) year as a permanent teacher with the District. This rate shall also apply to teachers who are not regularly employed by the Oak Park Unified School District during the school year; and
  - b. Dividing the daily rate at D4 on the salary schedule by six (6) for all teachers who have completed at least one (1) year as a permanent teacher with the District.
  - c. The salary schedule that will be used for summer school rates will be the one that is in place at the time that summer school begins.
  - d. As part of the summer school contract, summer school teachers will attend no more than two (2) summer school staff meetings. One may be held prior to the beginning of summer school and the second may be scheduled for no longer than 45 minutes during the first week of summer school. For any additional staff meetings extending beyond the contracted working day, summer school teachers will be compensated at their summer school hourly rate. Summer school working hours and contracted working days will be posted on the contract for summer school employees.
- 4. *Emergency Class Coverage and Preparation Period Rates of Pay:* When the site administrator determines that an emergency need for class coverage exists, the teacher who accepts the assignment will be paid as follows:
  - a. Elementary Teachers will receive the daily or hourly (as applicable) substitute rate divided between the number of teachers covering the class.
  - b. In the event a secondary teacher is requested by the administration to cover another teacher's class, for any reason, the covering teacher shall be paid at the hourly rate of \$52.00 per hour, with a one hour minimum.
  - c. Secondary teachers who voluntarily teach an additional class during their preparation period will receive one hundred twenty percent (120%) of their daily rate for the one hundred eighty (180) instructional days and the two (2) preparation days. When the assignment is for one (1) semester, teachers will receive one hundred twenty percent (120%) of their daily rate for the ninety (90) instructional days and one (1) preparation day.

d. In the event of a seven (7) period day, the rate shall be one hundred twenty percent (120%).

# 5. Regulations:

- a. Daily Rate: The daily rate is determined by dividing the annual salary by one hundred and eighty-five (185).
- b. Pay Rates: Certificated employees covered by this agreement shall be paid in accordance with the salary schedules contained in Appendix A subject to the provisions outlined herein.
- (1) Effective July 1,2017 a maximum of fifteen (15) years prior teaching experience while holding a California credential or a reciprocal out-of-state credential shall be allowed for salary schedule placement of newly employed certificated personnel. New employees must have worked a minimum of seventy-five percent (75%) of a full-time contract to earn credit for a year of experience on the salary schedule. Partial years will be prorated and combined to complete full years if the partial year was worked for at least seventy-five (75%) of the school year.
- (2) Employees shall be placed on the salary schedule in the appropriate classification and step according to the following:

**Classification X** – Certificated employees who have a Bachelor's degree but less than thirty (30) or more semester units earned since receiving the Bachelor's degree shall be paid at a rate equal to one (1) annual increment less than Classification A, Step 1. Certificated employees who do not have a Bachelor's degree, but hold a California Designated Subjects teaching credential will also be paid at a rate equal to one (1) annual increment less than Classification A, Step 1.

Certificated employees who have earned a teaching credential that is imbedded in a Bachelor's degree will be evaluated individually to determine the number of semester units earned beyond that required for a Bachelor's degree without a credential at the university they graduated from to determine their placement on the salary schedule.

Classification A – Certificated employees who hold a regular California teaching credential and a recognized Bachelor's degree from a regionally accredited four-year college or university and who have earned, since completing work for that degree, thirty (30) semester units, fifteen (15) of which must be at the upper division or graduate level will be placed in Classification A.

Classification B – Certificated employees who hold a regular California teaching credential and a recognized Bachelor's degree from a regionally accredited four-year college or university who have earned, since completing work for that degree, forty-five (45) semester units, thirty (30) of which must be at the upper division or graduate level. Classification B will also be the placement for employees who have met the qualifications for Classification A and have an earned Master's degree.

Classification C – Certificated employees who hold a regular California teaching credential and a recognized Bachelor's degree from a regionally accredited four-year college or university who have earned, since completing work for the degree, sixty (60) semester units,

thirty-five (35) of which must be upper division or graduate level. Classification C will also be the placement for employees who have met the qualifications for Classification B and have an earned Master's degree.

**Classification D** – Certificated employees who hold a regular California teaching credential and a recognized Bachelor's degree from a regionally accredited four-year college or university who have earned, since completing work for the degree, seventy-five (75) semester units, forty-five (45) of which must be upper division or graduate level. Classification D will also be the placement for employees who have met the qualification for Classification C and have an earned Master's degree.

Upper division and/or graduate units shall be those credits so designated on the transcript by the college or university from which the credits are earned. Course work used for salary determination shall be work-related when applied to lower division units in Classification D.

The purpose of a salary advancement classification system is to provide incentive for teachers to improve and remain current in theory and methods. In order to receive credit toward higher salary schedule placement, the teacher shall have the principal's authorization for college units taken and the courses must be job-related or clearly related to an educational career pattern or goal. Such authorization may not be withheld arbitrarily. All courses taken are subject to District review and approval.

Attendance at educational conventions and participation at regional workshops may be considered as credit towards advancement on the salary schedule provided it is not on released time. Credit will not be given an employee for course work or workshops requested by a supervisor and taken during the employee's work time at District expense. Release time to attend approved professional organization conventions or conferences cannot be counted for Professional Growth increments, unless the course is preauthorized, requires additional work, and is paid for by the employee.

All employees who qualify for a higher salary class placement must submit a written request on a District-initiated survey for the classification change with evidence of qualification to the Superintendent no later than March 15 of the school year preceding the anticipated change of classification. Employees may alter their request until May 1 of the same year. Sufficient units of college credit to support the requested classification change must be completed and transcripts received in the personnel office no later than October 15 of the new contract period.

- c. Credit for Experience: Full-time and part-time teachers must be on paid status seventy-five percent (75%) of the days of their contract in order to have that year count as a year of experience for salary purposes. Teachers who move to a new column on the salary schedule will be placed according to their total years of service as granted by the District.
- d. Doctorate Stipend: Unit members will be paid an annual stipend of one thousand dollars (\$1,000) for a doctorate earned through an accredited university in the field of education or in a field directly related to the subject that the bargaining unit member is assigned to teach. The stipend will be added to the unit member's annual salary and disbursed over

- an eleven (11) or twelve (12)-month period of time.
- e. Speech/Language Pathologist Stipend: Unit members with a current California speech therapy credential and working in a position requiring a speech therapy services credential, shall be paid an annual stipend of one thousand dollars (\$1,000). The stipend will be added to the unit member's annual salary and disbursed over an eleven (11) or twelve (12)-month period of time.
- f. Effective July 1, 2007, initial placement of a Speech/Language Pathologist with a California speech therapy credential will be step 6 at a minimum and step 13 at a maximum, depending upon total years of experience while holding a valid credential.
- g. Unit members will be paid an annual stipend of one thousand dollars (\$1,000) for earning National Board Certification. The stipend will be paid yearly for the length of the certification. The stipend will be added to the unit members' annual salary and dispersed over an eleven (11) or twelve (12) month period of time.
- 6. Instructional and Non-Instructional hourly pay:
  Instructional: The hourly rate for instructional duties outside the regular duty day, with prior approval from site administration, shall be set at \$52.00 per hour ("Instructional Hourly Rate") and \$37.00 per hour for non-instructional work ("Non-Instructional Rate"), with a 30-minute minimum.

#### ARTICLE 10 – HEALTH AND WELFARE BENEFITS

- 1. The District and the Association share a common interest in providing HMO medical, dental and vision coverage for employees and their dependents with no payroll deduction incurred by the employee. The District and the Association will attempt to meet this interest in light of available District funding and educational programs.
- 2. Effective October 1, 2011, the District will add three (3) new medical plan options through California's Valued Trust (CVT). These new offerings will increase the plan offerings to six (6) PPO options and three (3) Kaiser options.
- 3. Effective October 1, 2008, the District will replace the current medical, dental and vision plans offered to eligible employees with plans administered through California's Valued Trust (CVT). The new medical, dental and vision plans will include four PPO options, two Kaiser options, a dental plan through Delta Dental and a vision plan through VSP. (See Memorandum of Understanding)
- 4. 2022-2023: The current cap structure and existing cap amounts for the health benefits will remain the same.
- 5. 2021-2022: The current cap structure and existing cap amounts for the health benefits will remain the same.
- 6. 2020-2021: The current cap structure and existing cap amounts for the health benefits will remain the same.
- 7. 2019-2020: The current cap structure and existing cap amounts for the health benefits will remain the same.

8. 2018-2019: The current cap structure and existing cap amounts for the health benefits will remain the same.

- 9. 2017-2018: For the 2017-2018 school year, the District will make an annual monetary contribution per eligible full-time unit member toward the payment of premiums for the District provided group medical, dental and vision insurance. The amount of this contribution will be based on a three (3)-tiered structure, and the amount of the contribution for each eligible unit member shall be determined by the medical plan selected by the eligible unit member as follows:
  - a. Employee Only Medical Coverage: For an eligible unit member who selects employee-only medical coverage, the District will contribute up to nine thousand one hundred twenty-seven dollars (\$9,127) annually toward the payment of premiums for the District provided group medical, dental and vision insurance.
  - b. Employee+1 Medical Coverage: For an eligible unit member who selects employee+1 (two [2] party) medical coverage, the District will contribute up to fifteen thousand twenty dollars (\$15,020) annually toward the payment of premiums for District provided group medical, dental and vision insurance.
  - c. Employee+2 Medical Coverage: For an eligible unit member who selects employee+2 (full family) medical coverage, the District will contribute up to nineteen thousand one hundred twenty-seven dollars (\$19,127) annually toward the payment of premiums for District provided group medical, dental and vision insurance.

2016-2017: The current cap structure and existing cap amounts for the health benefits will remain the same

2015-2016: For the 2015-2016 school year, the District will make an annual monetary contribution per eligible full-time unit member toward the payment of premiums for the District provided group medical, dental and vision insurance. The amount of this contribution will be based on a three (3)-tiered structure, and the amount of the contribution for each eligible unit member shall be determined by the medical plan selected by the eligible unit member as follows:

- a. Employee Only Medical Coverage: For an eligible unit member who selects employee-only medical coverage, the District will contribute up to eight thousand one hundred twenty-seven dollars (\$8,127) annually toward the payment of premiums for the District provided group medical, dental and vision insurance.
- b. Employee+1 Medical Coverage: For an eligible unit member who selects employee+1 (two [2] party) medical coverage, the District will contribute up to fourteen thousand twenty dollars (\$14,020) annually toward the payment of premiums for District provided group medical, dental and vision insurance.
- c. Employee+2 Medical Coverage: For an eligible unit member who selects employee+2 (full family) medical coverage, the District will contribute up to eighteen thousand one hundred twenty-seven dollars (\$18,127) annually toward

the payment of premiums for District provided group medical, dental and vision insurance.

2014-15: The current cap structure and existing cap amounts for health benefits will remain the same.

2013-14: The current cap structure and existing cap amounts for health benefits will remain the same.

2012-13: The current cap structure and existing cap amounts for health benefits will remain the same.

2011-12: The current cap structure and existing cap amounts for health benefits will remain the same.

2010-11: The current cap structure and existing cap amounts for health benefits will remain the same.

2008-09: For the 2008-09 school year, the District will make an annual monetary contribution per eligible full-time unit member toward the payment of premiums for the District provided group medical, dental and vision insurance. The amount of this contribution will be based on a three (3)-tiered structure, and the amount of the contribution for each eligible unit member shall be determined by the medical plan selected by the eligible unit member as follows:

- a. Employee Only Medical Coverage: For an eligible unit member who selects employee-only medical coverage, the District will contribute up to seven thousand three hundred seventy-one dollars (\$7,371) annually toward the payment of premiums for District provided group medical, dental and vision insurance.
- b. Employee+1 Medical Coverage: For an eligible unit member who selects employee +1 (two [2] party) medical coverage, the District will contribute up to twelve thousand seven hundred twenty-four dollars (\$12,724) annually toward the payment of premiums for District provided group medical, dental and vision insurance.
- c. Employee+2 Medical Coverage: For an eligible unit member who selects employee+2 (full family) medical coverage, the District will contribute sixteen thousand four hundred eighty-three dollars (\$16,483) annually toward the payment of premiums for District provided group medical, dental and vision insurance.

District payments of premiums will be made on a tenthly basis. Payroll deductions for employee insurance plans which exceed the District contribution will be made on a tenthly basis.

The additional funds expended by the District to implement the CVT program as described above will be acknowledged and credited toward the overall compensation package to be negotiated between the District and OPTA for 2011-2012 negotiations.

10. **Enrollment Requirements:** All full-time unit members shall be required to enroll in a District-provided health insurance, dental insurance and vision care plan. Part-time unit members working a minimum of fifty percent (50%) but less than one hundred percent (100%) of the school year, may participate in the District provided group medical, dental and vision insurance and shall receive a prorated share of the health and welfare premium contribution.

- 11. *Health Insurance:* Employees who are absent due to illness and who have exhausted their accumulated paid leaves shall continue to receive the full insurance benefit contribution to which they are entitled hereunder, for that period of illness not to exceed twelve (12) months following exhaustion of said leave, provided they remain employees of the District during that time.
- 12. **Dental and Vision Care:** The District shall provide dental insurance and vision care insurance through competitive carriers.
- 13. *Insurance Committee*: The District will continue to convene on an annual basis the health insurance committee consisting of two (2) District representatives, two (2) representatives appointed by OPTA, and two (2) representatives appointed by OPCA. The committee shall review current and alternate plans, benefits, carriers and premiums and prepare advisory recommendations for review by the District and the Association. These recommendations are subject to negotiations before implementation. Members of the committee appointed by OPTA and the District shall have the authority to make recommendations which shall be given substantial weight by the Association and District Negotiating Teams. In the event that the negotiations process does not result in a timely decision regarding health benefits, the current year carrier and plan will continue with the understanding that this may require additional deductions from affected employees' salary to cover any increase in rates for the next school year.
- 14. **Section 125 Plan:** The District will maintain a Section 125 Plan permitting unit members to set aside a portion of their warrants for such items as medical care, medical premiums, childcare, etc.
- 15. *Other Deductions:* The District will make authorized payroll deductions for tax-sheltered annuities chosen by the unit member and for the Association Credit Union. The District and the Association shall be held harmless for any liability arising from carrier initiated cancellations or loss suffered by any employee taking part in any annuity or salary protection program. The District shall make authorized deductions for Social Security for such designated monies, which are not subject to State Teachers' Retirement System.
- 16. **Duration of Benefits:** Should an employee's employment terminate during the school year, the employee shall be entitled to continued coverage under the health, dental, and vision care plans per the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Such employee shall reimburse the District for the continued coverage on a month-to-month basis for dental and vision premiums. Medical premiums are paid directly to the provider.

Should an employee's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continue paid coverage under the health, dental, and vision care plans through August 31 of the current year. Thereafter, such employee will be entitled to continue such coverage per the provisions of COBRA.

#### ARTICLE 11 – WORK YEAR AND WORKING HOURS

# Work Year Defined

A full-time teacher's regularly scheduled work year will be one hundred and eighty-five (185) days, consisting of at least one hundred and eighty (180) instructional days, two (2) contract workdays (non-student) and three (3) professional development days. The regularly scheduled work year for other eligible bargaining unit members also includes three (3) professional development days.

The regularly scheduled work year for the school nurse will be one hundred and eighty-five (185) days, for the counselors one hundred and ninety-two (192) days, and for the school psychologists one hundred and ninety (190) days. The District reserves the right to assign up to ten (10) additional days to be paid at the affected employee's daily rate. Counselors and Psychologists shall be paid pursuant to Appendix "A" (Certificated Salary Schedule).

## Working Hours Defined

All full-time teachers, and other bargaining unit members, as professionals, observe professional working hours. Teachers will be on site at least fifteen (15) minutes prior to the start of the student day and shall be available at those sites before and after school so as to provide reasonable time to meet with parents and to assist students.

Recess, nutrition and lunch supervision will not be required of K-12 certificated staff. However, in the event of an emergency, certificated staff may be assigned supervisory responsibilities on a short-term basis to ensure student safety. Administration shall replace supervisory duties with paraprofessionals or teachers on a stipend within two (2) weeks. If an emergency still exists, administration and association representatives shall meet to discuss other options. The District will make every effort to provide supervision at recess and lunch during inclement weather. However, if a situation arises where adequate supervision is not available, teachers may be assigned to supervise and will be paid the hourly rate of B-1 on the salary schedule.

All full-time K-8 teachers are required to attend open house, back-to-school night, parent conferences, one (1) monthly staff meeting, grade level meeting, subject/department meeting, and other functions agreed upon by the site faculty or consistent with current site practices. All teachers of 5<sup>th</sup> and 8<sup>th</sup> grade culminating students will be required to attend culmination ceremonies at their respective sites if held during the school work day.

Part time teachers shall be required to attend staff, department or grade level meetings that are consistent with the percentage of FTE that they are employed. Each teacher shall be responsible

for obtaining all information disseminated at unattended meetings. Part time teachers will be required to attend Open House and Back to School Nights.

For grades K-5 there will be six (6) parent conference days in the fall to provide for conferencing with all students and four (4) parent conference days in the spring for those students who have been determined by the teacher to have a need for additional support. Parent conferences during the spring are optional for students who are meeting all grade level standards, but teachers will conference with any parent who requests a spring conference. Parent conference days are minimum days for grade K-5 as approved by the Governing Board of Education.

All high school teachers are required to attend parent conferences, back-to-school night, open house and graduation ceremonies, one (1) monthly staff meeting, grade level meeting, subject/department meeting and other functions agreed upon by the site faculty or consistent with current site practices.

At the principal's discretion, they may call additional grade level or subject/department meetings as are reasonable under the circumstances. Notice of the dates and time(s) for regularly scheduled staff, grade level, and department/subject level meetings will be posted at the beginning of each semester. Such meetings shall be held within an eight (8) hour (inclusive of at least a thirty (30) minute duty free lunch) on-site workday. Staff may vote to continue a meeting beyond the eight (8) hour period.

All full time middle and high school teachers will supervise six (6) hours per year of co-curricular assignments; one (1) approved club sponsorship satisfies the six (6) hour requirement. All part time teachers shall supervise hours based on their FTE. Non-voluntary supervision beyond the six (6) hour requirement will be compensated. Elementary teachers will not be required to serve on more than one stipend or non-stipend committee/assignment per year. All elementary stipend assignments are voluntary and teachers who accept these duties will not be required to serve on additional non-stipend committees/assignments. The stipend amounts will be determined by site administrators and teachers based on the district allocation of stipends to the school site. Voluntary supervision is not compensated. Leadership positions (e.g., School Leadership Team, Site Council, Department chairs, etc.) shall only be filled by permanent teachers.

Every attempt will be made to schedule IEPs during the instructional school day. Insofar as is legally permissible, regular classroom teachers who are required to attend IEPs, after the instructional school day, will be scheduled as near to the beginning of the IEP as possible and permitted to leave when their responsibility for the IEP has been discharged. (Subject to regulations by the U.S. Department of Education). When reasonably possible, site administrators shall schedule all IEPs to be held within an eight (8) hour school workday (inclusive of at least a thirty (30) minute duty free lunch).

As a general rule, teachers will return messages, including e-mails, from parents no later than forty-eight (48) hours after receipt, weekends and holidays excepted. Part-time teachers will return messages no later than forty-eight (48) hours upon returning to work. Part-time teachers will inform parents of their work schedule.

Effective the 2024-2025 school year, Unit members will attend three (3) calendared Professional Development Days within the school year.

For the 2024-2025 school year, the three (3) Professional Development Days shall be scheduled as follows\*:

- Day 1 (Friday, the week prior to school year beginning): half-day Professional
  Development; half-day mandated reporter/suicide prevention/other required training. The
  first site staff meeting of the school year will be conducted on this day. If a certificated
  unit member uses Personal Illness and Injury or Personal Necessity Leave for the one
  half-day mandated reporter/suicide prevention/other required training, upon completion
  of the mandated reporter/suicide prevention/other training, the staff member will be
  reimbursed one-half sick day.
- Day 2 (November 1): Professional Development (e.g., whole District, whole site, Departments, cross grade level articulation, etc.)
- Day 3- Calendar Committee selects day: Professional Development.
- The content of these Professional Development days shall be determined in consultation with the District Curriculum Committee.

\*The 2024-2025 school year shall begin on a Tuesday with the Monday prior scheduled as a Teacher Prep Day.

The District Calendar Committee shall recommend the placement of the three (3) Professional Development days and the beginning of the school year.

With prior approval of the site principal, the unit members shall be provided with up to an additional eight (8) hours per contractual school year (July 1 to June 3) to pursue professional development opportunities outside the contractual workday. Unit members shall be compensated for these hours at the non-instructional rate of pay. Professional development should be guided by goals and priorities that relate to enhanced competence, performance, and effectiveness in classroom instruction and learning.

Participation in District committees and in-services after the student day is voluntary; exception may be made for statutorily required in-services and professional development days for which a teacher is paid within the one hundred eighty-five (185) day contract.

# Calendar Development Process

The district will continue its practice of annually convening a joint calendar committee to make recommendations to the Board of Education for adoption of the school district calendar for future years. The Association will appoint two (2) members of the committee to support the process of calendar recommendations.

#### ARTICLE 12 – CLASS SIZE

The target class size at grade levels K-3 and the Independent Study Program will be twenty-eight (28) students. The target class size at grade levels 4-5 will be thirty-two (32) students. The target class size in grades 6-8 shall be thirty-three (33) students with the stipulation that the total five (5) period teaching load may not exceed one hundred sixty (160) students. The target class size in grades 9-12 shall be thirty-five (35) students, with the stipulation that a five (5) period class load shall not exceed one hundred seventy (170) students. The target class size for Secondary Physical Education shall be fifty (50) students, with the stipulation that a five (5) period class load shall not exceed two hundred fifty (250) students. With each additional student beyond twenty-six (26) in grade levels K-3, beyond twenty-eight (28) students in the Independent Study Program, and beyond thirty-two (32) students in grade levels 4-5, \$10 per day per student will be allocated to the classroom teacher in the form of a stipend. In the case of middle or high school classes the amount shall be \$2 per student per class per day if the average exceeds thirty-two (32) at the middle school and thirty-four (34) at the high school as of the end of the second full week of school. The \$2 per student, per class, per day if any Physical Education class section exceeds fifty (50) students as of the end of the second full week of school.

Athletics, performing arts and music classes are exceptions to the above stated target class sizes. The maximum class size for those classes will be determined after consultation with affected staff.

The following criteria shall be considered in determining class size:

- 1. The physical limitation of a room or building
- 2. Equipment/stations per student
- 3. The need to insure performance and complete evaluation of students in skill and/or job-training courses
- 4. Special academic needs, or potential discipline problems, and the maturity level of students
- 5. District finances
- 6. Available District facilities

Work experience and Special Education classes shall not exceed legal limitations.

Under no circumstances shall this clause be interpreted, applied or construed to require the District to acquire, lease, or build additional facilities (portable or permanent), or to employ additional personnel.

#### ARTICLE 13 – SAFETY CONDITIONS OF EMPLOYMENT

- 1. Bargaining unit members shall be informed of any student enrolled in their class pursuant to Educational Code section 49079 whenever that information is made available to the District.
- 2. Bargaining unit members may use reasonable force under circumstances which require that they defend themselves or students against an assault provided, however, that such force does not

exceed that which is needed to repel or protect from bodily injury, and provided further, that the unit member report any such incident to the immediate supervisor within a twenty-four (24) hour period. The above provision shall not be read as a requirement that unit members must place themselves in danger of serious bodily injury in order to protect another employee or student from an assault.

Bargaining unit members shall notify their principals immediately in all cases of an assault suffered by them in connection with their employment. The principal shall investigate the assault, obtain information from all sources and, upon request, accompany the unit member in court appearances arising out of the assault.

Bargaining unit members who are assaulted may file a report or complaint with the local police department.

- 3. Any bargaining unit member who has been the victim of a physical attack or the threat of a physical attack which can be reasonably carried out shall, upon request, be relieved of all duty for the remainder of the day without loss of pay or leave time.
- 4. Nothing contained in this Agreement shall be deemed as waiving the statutory rights of a teacher to suspend a student.
- 5. Except in emergencies, necessary repairs, maintenance and cleaning of classrooms shall be made at a time that will not interfere with the instructional program.
- 6. Bargaining unit members shall notify their immediate supervisor concerning an unsafe condition directly affecting their health or safety. The immediate supervisor or designee shall investigate the reported unsafe condition and advise the unit member of any findings and possible corrective action.
- 7. To promote an orderly and positive working environment for students and bargaining unit members, site administrators shall inform bargaining unit members of the procedures outlined in Board Policy 1313 Community Relations (Civility Policy). Copies of the policy shall be made available to bargaining unit members and community members in school offices and on school websites.

#### ARTICLE 14 – LEAVES OF ABSENCE

## Personal Illness and Injury Leave

The District personal illness and injury leave entitlement shall be twelve (12) days per year, with ten (10) of these days accruable from year to year. If the ten (10) accruable days are exhausted in a given year, the two (2) additional days can be used for personal illness, injury or necessity during that year. These two (2) days are non-accruable if not used. The full entitlement of twelve (12) days shall be available for use beginning on the bargaining unit member's second contract day providing they worked the first day of their contract. Bargaining unit members who resign or otherwise terminate their employment prior to completing a full school year shall receive the prorated number of ten (10) accruable days for that year. If a bargaining unit member has

exhausted all ten (10) accruable personal illness and injury days, the two (2) additional days and has no accumulated sick days, the District will allow a bargaining unit member upon request, up to eight (8) additional sick or personal necessity days to be paid at the difference between their daily rate of pay and substitute pay. All conditions contained within the Personal Necessity/Exhausted Sick Leave/Bereavement Leave Request form shall remain in force. The personal necessity absences are to be approved in advance by the supervising administrator except in case of an emergency. If the absence is for a bargaining unit member's illness, the form must be submitted upon the bargaining unit member's return to work. Request for additional sick and personal necessity days at the differentiated pay rate shall not be denied arbitrarily or capriciously.

Bargaining unit members who use five (5) or fewer than five (5) days of personal illness leave or combination of personal illness leave and any other type of leave days (excluding Jury Duty Leave, Association Leave and Bereavement Leave) shall be reimbursed for the number of remaining personal illness days at the rate of one-half (1/2) of the rate of pay for a daily substitute for each remaining day. Bargaining unit members who use six (6) or more personal illness leave days or combination of personal illness leave and any other type of leave days (excluding Jury Duty Leave, Association Leave and Bereavement Leave) will not be reimbursed for those days. Payment for unused personal illness leave will be made at the end of the fiscal year.

The Board shall provide each bargaining unit member with a written statement of 1) their accumulated personal illness leave total and 2) their personal illness leave entitlement for the school year by October 1 of each year.

Bargaining unit members shall contact the District not less than ninety (90) minutes prior to the beginning of the school day on the first day of leave and shall notify the building principal at least thirty (30) minutes prior to the dismissal time of their last class of their intent to return the next day. Failure to so notify the building administrator may result in continuation of the substitute teacher's services and the charging of an additional day of personal illness leave against the bargaining unit member.

#### Extended Personal Illness Leave

Any teacher, after using their accumulated paid personal illness leave and who is still unable to work due to illness or injury, shall be entitled to extend personal illness leave, subject to verification every three (3) weeks from a health practitioner licensed by the state. Extended personal illness leave shall begin after all accumulated paid personal illness leave has been used and shall extend no more than five (5) calendar months (calculated as 152 calendar days) during the school year.

During the period of extended personal illness leave, the bargaining unit member shall receive partial pay equal to the difference between their regular pay and the daily substitute rate. If no substitute is employed, the bargaining unit member shall receive partial pay equal to the difference between their regular pay and the daily substitute rate.

A bargaining unit member shall not be provided more than one (1) five (5) month period per illness or accident in any school year. If a school year terminates before the five (5) month period

is exhausted, the bargaining unit member may take the balance of the five (5) month period in a subsequent school year.

When a bargaining unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five (5) month period, and the bargaining unit member is not medically able to resume the duties of their position, the bargaining unit member shall be placed on a reemployment list for a period of twenty-four (24) months if the bargaining unit member is on probationary status, or for a period of thirty-nine (39) months if the bargaining unit member is on permanent status. When the bargaining unit member is medically able, during the twenty-four (24) or thirty-nine (39) month period, the bargaining unit member shall be returned to employment in a position for which they are credentialed and qualified. The twenty-four (24) or thirty-nine (39) month period shall commence at the expiration of the five (5) month period provided above. In the absence of a vacancy this may require placement in the substitute pool at the applicable rate of pay.

Upon request by District management, bargaining unit member shall be required to present a certificate verifying the personal illness or injury; the form to be utilized and the source, whether bargaining unit member or doctor shall be at the sole discretion of the District.

If after investigation the District concludes that the absence is not due to personal illness or injury, the leave shall be without pay. If requested by District management, the bargaining unit member shall not return to work until they submit a medical doctor's authorization and release to return to work.

In deducting from sick leave, absence amounting to any portion of an hour shall be counted as a full hour.

## Personal Necessity Leave

- 1. Bargaining unit members may elect to use up to eight (8) days annually of their Personal Illness and Injury Leave for matters of personal necessity as defined below:
  - a. Death or serious illness of a member of the bargaining unit member's immediate family;
  - b. An accident involving the bargaining unit member's person or property, or the personal property of the bargaining unit member's immediate family, provided it is of such severity or seriousness as to require the bargaining unit member immediate attention;
  - c. Imminent danger or threat of danger to the home of the bargaining unit member, occasioned by a factor such as flood, fire or earthquake serious in nature, which under the circumstances the bargaining unit member cannot reasonably be expected to disregard;
  - d. Delay in returning to or arriving at work because of unavoidable circumstances (flood, storm, vehicle breakdown, public transportation delay, etc.);
  - e. Other important matters of personal necessity, including religious observances, which require the bargaining unit member's presence or attention and cannot be handled outside normal working hours.

- 2. The following limits, terms and conditions apply to granting personal necessity leave:
  - a. The total number of days in one (1) school year for such leave shall not exceed eight (8) days;
  - b. The days allowed shall be deducted from the number of accumulated sick leave days to which the bargaining unit member is then entitled;
  - c. If a bargaining unit member has exhausted their Personal Illness Leave, they may request the difference between their daily rate of pay and the substitute. This leave may not exceed eight (8) days in any school year.
  - d. Personal Necessity leave shall not be granted during a scheduled vacation or leave of absence, nor to extend a vacation or school holiday for recreational purposes, nor as a means of withholding services;
  - e. Except for leave under sections 1 c. and 1 d. above, application for such leave must be submitted as far in advance as possible to the site administrator so that substitute service, if required, may be obtained. Payment for such absence shall be made only upon verification (Appendix B) by the bargaining unit member and approval by the Superintendent or designee that the absence was because of personal necessity within the meaning of this Contract Article.

# Jury Duty Leave

A bargaining unit member may be absent from duty for up to ten (10) working days to serve on a jury without loss of pay or benefits, and this will not be counted against accumulated sick leave as any amount paid for services on a jury becomes due and payable to the District. A bargaining unit member may retain any fee paid by the court as a travel allowance for purposes of this leave.

A bargaining unit member shall, within three (3) working days of receipt of a jury summons, notify their immediate supervisor that such a summons has been received, including the date on which the bargaining unit member is required to appear for jury duty.

The District shall pay for the cost of substitutes for bargaining unit members who serve jury duty.

#### **Association Leaves**

The District shall allow up to eighteen (18) days of paid leave to the Association president or designee for the purpose of conducting Association business.

The Association shall reimburse the District for fifty percent (50%) of the cost of the guest teacher at the prevailing guest teacher rate. However, when the Association president or designee is involved in joint Association/District business called at the request of the District, the District will assume the total daily cost of the guest teacher.

In addition to the eighteen (18) days of fifty percent (50%) reimbursement, the Association president or designee shall be granted additional leave with the mutual agreement of the Association President and District Superintendent. In such case the Association shall reimburse the District for one hundred percent (100%) of the daily cost of the guest teacher.

#### Bereavement Leave

A bargaining unit member shall be entitled to bereavement leave in the event of death in the immediate family if used within twelve (12) months of the event. Leave shall be for up to five (5) days, to attend and/or arrange for the funeral. Bereavement leave need not be taken in consecutive days. Leave may be granted after twelve (12) months by the Assistant Superintendent of Human Resources if requested for a specific memorial event and shall not be denied arbitrarily or capriciously. Bereavement leave is not deducted from personal leave.

A member of the immediate family means mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member or of the spouse of the bargaining unit member, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the bargaining unit member, or any relative living in the immediate household of the bargaining unit member.

### Pregnancy Disability Leave

A bargaining unit member giving birth shall be entitled to six (6) weeks leave (eight (8) weeks in the case of a Caesarian Section), deducted from the unit members accumulated Personal Illness and Injury Leave. If the bargaining unit member has exhausted their Personal Illness and Injury Leave during this period, the unit member may use Extended Personal Illness Leave for the duration of the leave.

If a physician certifies that a bargaining unit member pregnancy disables them, the unit member shall be able to take such a leave of absence for the period of disability; furthermore, if the unit member has unused accumulated Personal Illness and Injury Leave or Extended Personal Illness and Injury Leave the unit member may apply such sick leave to the period of absence. The District retains the right to verify the extent of the unit member's disability.

In the event there are physical conditions or complications growing out of the pregnancy which preclude the bargaining unit member from returning to work following the six (6) or eight (8)-weeks Pregnancy Disability Leave, the bargaining unit member, shall be entitled to additional leave subject to a physician's or health practitioner's verification. These conditions or complications shall be verified by the bargaining unit member's health practitioner at the end of each three (3) weeks of leave. If the unit member has unused accumulated Personal Illness and Injury Leave or Extended Personal Illness Leave, the unit member may apply such sick leave to this period of absence.

#### Parental Leave (Education Code section 44977.5)

Bargaining unit members may utilize Parental Leave per Education Code section 44977.5.

An eligible bargaining unit member may take one (1) period of twelve (12) workweeks of Parental Leave, and it shall be taken in a twelve (12) month period within the first year following the birth or placement of a child with the bargaining unit member through adoption or foster care. However, if the school year terminates before the twelve (12) workweeks period of Parental Leave is exhausted the bargaining unit member may take the balance of the twelve (12) workweeks in the subsequent school year.

Parental Leave does not have to be taken in one continuous twelve (12) workweeks period. The minimum duration of Parental Leave shall be in two (2) workweek blocks of time however the District shall grant a request for Parental Leave of less than two (2) workweek blocks on any two (2) occasions.

A bargaining unit member must first use their Personal Illness and Injury Leave for Parental Leave involving the care of a newborn child or the placement of a child with a bargaining unit member in connection with the adoption or foster care. When the bargaining unit member has exhausted all of their available Personal Illness and Injury Leave and continues to be absent from their duties on account of Parental Leave, pursuant to the California Family rights act (CFRA) Government Code 12945.2, the bargaining unit member shall receive partial pay equal to the difference between their regular pay and the cost of the substitute employed to fill their position, or if no substitute is employed, the amount that would have been paid a substitute employee for the remainder of the twelve (12) workweeks.

A bargaining unit member is not required to have 1,250 hours of service with the District during the previous twelve (12) month period of employment in order to take Parental Leave pursuant to this section.

For bargaining unit members that are the birth mothers, the twelve (12) workweek Parental Leave shall run consecutively to the bargaining unit member's paid Pregnancy Disability Leave.

The District shall be provided with at least thirty (30) days prior notice of intent to take Parental Leave, except in the case of an emergency.

Additional personal leave, without pay, of up to one (1) year, shall be granted upon request.

#### Family and Medical Leave

In addition to all the types of leave provided in this agreement, bargaining unit members may be granted up to twelve (12) weeks of unpaid leave during any twelve (12) month period for the birth or placement of a bargaining unit member's child with the parent through adoption or foster care; for the serious illness of the bargaining unit member's spouse, child, or parent; or for the bargaining unit member's own disabling serious illness. With certain restrictions, as defined in the FMLA (PL 103-3), the District shall provide the same level of health benefits during the leave period as during active employment. Where permitted by law, such leaves shall run consecutively with other authorized leaves with the exception of Extended Personal Illness Leave in which case FMLA shall run concurrently.

#### Non-paid Child Care Leave

A non-paid personal leave may be granted to any bargaining unit member to care for their own child, including adopted or foster care placement, under five (5) years of age, for one (1) year upon request. An additional year may be granted. Such leave shall not be denied in an arbitrary or capricious manner, and reasons for denial shall be given to the bargaining unit member in writing.

The bargaining unit member shall have the option to maintain all or a portion of their health benefits through the District's plan(s) at their own expense as provided in Health and Welfare Benefits. Additional years of personal leave may be granted upon written request. These requests must be received no later than March 15.

#### Non-paid Personal Leave

Personal leave without pay may be granted upon written request, for a maximum of two (2) years. Such leaves shall not be denied in an arbitrary or capricious manner, and reasons for denial shall be given to the bargaining unit member in writing.

Personal leave is not to be regarded as a resignation. Such bargaining unit member shall return to the next position on the salary schedule, and such absence shall not result in forfeiture of tenure.

The bargaining unit member shall have the option to maintain all or a portion of their health benefits through the District's plan(s) at their own expense as provided in Health and Welfare Benefits.

#### Government Service Leave

Governmental service leaves may be granted for military service in the Armed Forces of the United States or service in a government-sponsored research or consultant capacity.

While on such leave, school bargaining unit member shall retain their seniority and tenure rights as though they were in regular employment.

Except in cases of national emergency and mandatory service, the Governing Board shall not provide compensation to persons on governmental service leave.

#### Industrial Injury and Illness Leave

A probationary or permanent certificated bargaining unit member who is absent because of injury or illness which arose out of and in the course of their employment and for which they are receiving temporary disability benefits under provisions of the Worker's Compensation Insurance Fund, shall be entitled to industrial injury or illness leave under the following rules and regulations:

These benefits shall be granted to probationary and permanent certificated employees.

Allowable leave shall be for a maximum of sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

Allowable leave shall not be accumulated from year-to-year.

Industrial accident or illness leave shall commence on the first day of absence.

When a bargaining unit member is absent from their duties on account of an industrial accident or illness, they shall be paid such portion of the salary due to the unit member for any month in which the absence occurs as when added to their temporary disability indemnity received under Labor Code guidelines will result in payment to the unit member of not more that their full normal salary.

If an industrial accident or illness leaves overlap into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due to the unit member for the same illness or injury. Upon termination of the industrial accident or illness leave, the bargaining unit member shall be entitled to the sick leave benefits provided in this Agreement, and for the purpose of each of these sections, his absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, they may elect to take as much of his accumulated sick leave which, when added to his temporary disability indemnity, will result in a payment to the unit member of not more than his full normal salary.

During any paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the bargaining unit member appropriate salary warrants for payment of the bargaining unit member's normal salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to sick leave shall be equal to the difference paid by the District and made only in accordance with this section. The responsibility for reporting the receipt and endorsement of temporary disability indemnity checks to the District Business Office rests solely upon the bargaining unit member. The District reserves the right to require a bargaining unit member to furnish proof of the cause of absence.

#### Catastrophic Leave Program

The purpose of the Catastrophic Leave program is to allow certificated bargaining unit members the ability to donate one or more accrued sick leave days to another certificated bargaining unit member for purposes of a catastrophic illness or injury. The guidelines and procedures as referenced in EC 44043.5 are listed below:

1. A permanent employee who has exhausted all accrued paid leave credits may request up to twenty-five (25) additional days of paid sick leave, as a result of a catastrophic illness or injury. When the twenty-five (25) days are exhausted, the employee may apply for an additional twenty-five (25) days. An employee may not receive more than fifty (50) days in a twelve (12)-month period.

2. For purposes of this agreement, a "catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time or one that requires an absence due to a serious illness or injury of a family member that requires the immediate presence of the unit member. A medical verification will be required to substantiate the illness or injury.

- 3. Bargaining unit members with less than ten (10) accumulated sick leave days may not contribute sick leave days. All donated days must be for full days and therefore are irrevocable except as described in paragraph 9 below. Donated days will first be taken from a bargaining unit member's current year ten (10)-day entitlement. If a bargaining unit member has exhausted their current year ten (10)-day sick leave entitlement, the two (2) additional non-accruable days for personal illness may not be donated to another employee.
- 4. Whenever possible, the employee must submit a request for the additional days to the Human Resources Office at least ten (10) working days prior to exhausting all sick leave.
- 5. OPTA shall contact bargaining unit members and request that they voluntarily donate sick days from their personal sick leave for use by the employee requesting the catastrophic leave. Any employee may donate no more than three (3) days per request. Employees choosing to donate sick leave days must complete and sign the appropriate form and submit the form to the OPTA Executive Board.
- 6. All catastrophic leave requests shall be reviewed by a Catastrophic Review Committee consisting of two (2) representatives selected by OPTA and two (2) members selected by the District. The Committee shall determine if the illness or injury meets the appropriate criteria.
- 7. OPTA shall use a lottery system to rank order the donated days. The ranked list shall be submitted to the Human Resources Office for use as needed. Employees who donate sick leave days shall receive written notice by Certificated Payroll when their day(s) are used by a bargaining unit member who has requested the catastrophic leave.
- 8. At the completion of the catastrophic illness, employees who donated days that were not needed will also be notified by the Human Resources Office.
- 9. Sick leave days may only be donated for individually approved catastrophic leave requests. Donated sick leave days will not be banked by the District. Any days not used shall be returned to the employee(s) who donated them according to the rank order established by OPTA.
- 10. Catastrophic leave may not be used for elective surgery, personal necessity leave, or normal pregnancy.
- 11. Days donated by a bargaining unit member will be counted in the current year's calculation for the year-end reimbursement for unused sick leave.
- 12. Part-time employees may only donate days in full-day increments (e.g., a 50% bargaining unit member would need to donate two (2) sick days to equal a full-day for the catastrophic bank).

The decisions of the Catastrophic Review Committee shall not be subject to the grievance process.

# Miscellaneous Provision Regarding All Leaves

Unless otherwise provided in this article, every effort will be made to return a teacher on any paid or unpaid leave-of-absence to a similar position which the teacher held immediately before commencement of the leave, i.e., K-2, 3-5, 6-8, 9-12.

#### **ARTICLE 15 – JOB-SHARING**

**Definition:** Job-sharing shall refer to two (2) permanent teachers sharing one elementary teaching assignment on a 60%/40% or 50%/50% combined total 1.0 FTE. h

Two (2) teachers shall share an assignment for a minimum of one (1) year. Onlypermanent teachers shall be eligible for job-sharing.

Applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1.

All requests for job-sharing shall be reviewed by the principal and a District Office representative.

The District representative shall approve or deny the request. The decision of the District representative shall be final. Such decision shall not be subject to the Grievance/Arbitration provisions of this Agreement.

If the request for job-sharing is denied, and if the affected employee(s) requests, the reasons for the denial shall be provided.

Notwithstanding other provisions of this contract, job-sharing teachers' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared.

Job-sharing teachers shall receive salary schedule increments on the salary schedule if they are on a paid status seventy-five percent (75%) of the days of their contract. STRS credit shall be governed by applicable statutory provisions and years of service credit will be calculated independently by the California State Teachers' Retirement System.

Upon request of the two (2) teachers, a job-sharing assignment may be renewed provided the two (2) teachers notify the District prior to March 1. In the event the two (2) teachers fail to notify the District in a timely basis of their desire to continue the job-sharing assignment or in the event the District does not approve the continuance of the assignment, the teachers shall be returned to full-time assignments.

If a teacher in a job-sharing assignment returns to full-time teaching following their first year of job-sharing, the teacher shall be returned to their original school. If a teacher in a job-sharing assignment returns to full-time teaching following more than one (1) year of job-sharing, they will be assigned to their original school if a vacancy exists, otherwise the teacher will be assigned to the first available position for which they are credentialed and competent.

Responsibilities of the job-sharing assignment shall be allocated according to a plan designed by the job-sharers, with the concurrence of their immediate supervisor. This shall include, but not be

limited to, attendance at regular staff meetings, District meetings, and parent conferences. Jobsharers are expected to attend Back-to-School Night and Open House.

Individual job-share agreements shall be provided to the Association on an annual basis.

#### ARTICLE 16 – GRIEVANCE PROCEDURE

### **Definitions**

A "grievance" is an allegation by the Association or one (1) or more unit members that there has been a misinterpretation, violation or misapplication of a specific provision of this Agreement. Other matters for which a specific method of review is provided by law, by the Rules and Regulations of the Board of Trustees or by the Administrative Regulations and Procedures of this District are not within the scope of this procedure.

A "day" is any day that the District Office is open for business except for days during the Winter Break and during Spring Break.

The "Immediate Supervisor" is the lowest level supervisor or management employee having immediate jurisdiction over the grievant.

#### General

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the District fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

## **Grievance Steps**

*Informal Step:* Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor. Such conference, as well as actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in Step I below.

**Step 1:** No later than thirty (30) days following the act or omission giving rise to the grievance, or, no later than twenty (20) days following the date upon which the employee reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the immediate supervisor.

The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the Agreement allegedly involved, and the specific remedy sought.

The immediate supervisor shall communicate a written decision to the employee within seven (7) days after receiving the grievance.

Within the above time limits, either party may request a personal conference with the other party.

**Step II:** In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal the decision on the appropriate form to the Assistant Superintendent Human Resources within ten (10) days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.

The Assistant Superintendent shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Assistant Superintendent may request a personal conference within the above time limits. If the Assistant Superintendent does not respond within the above time limits, the grievant may automatically proceed to the next step.

**Step III:** In the event that the grievant is not satisfied with the decision at Step II, the grievant may appeal the decision on the appropriate form to the Superintendent or their designee within ten (10) working days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.

The Superintendent or their designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the above time limits, the grievant may automatically proceed to the next step.

**Step IV:** If the grievant is not satisfied with the decision at Step III, the unit member may, within ten (10) days, submit to the Superintendent or their designee a written request for mediation of the grievance. In this event, the Superintendent shall, within three (3) days following receipt of such request, submit to the California State Conciliation Service a written request for the immediate services of a mediator.

The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process. At the outset of this process, the mediator shall schedule and hold an informal conference at which time the parties to the grievance shall submit to the mediator a clear, concise written statement of the reasons for their appeal to the mediation process.

If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.

The District and the Association have agreed that this level may be waived by mutual agreement of the District and the grievant. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to Step V.

**Step V:** If the grievant is not satisfied with the disposition of the grievance at Step IV, the grievant may within ten (10) days request in writing that the Association submit the grievance to binding

arbitration. A copy of such request shall be simultaneously served upon the Superintendent. Within fifteen (15) days after receipt of such request from the grievant, the Association by written notice to the Superintendent may elect to submit the grievance to binding arbitration.

In the event the parties are unable mutually to agree upon an arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one (1) remains, and said last named shall be selected as the arbitrator. The Association shall strike first and thereafter in subsequent arbitrations, the parties will alternate striking first so that the District strikes first in the second arbitration, etc.

The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth their findings of fact, Their reasoning, conclusions, and remedy. The arbitrator's authority shall be limited, to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. In the event the issue of arbitrability is raised, it shall first be submitted to the arbitrator, prior to a consideration, if any, of the merits.

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel, and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them. Transcript costs, if any, shall be paid by the party or parties ordering such.

The processing of a grievance beyond Step III shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum to the extent permitted by law.

#### Miscellaneous

A unit member may be represented at all stages of the grievance procedure by themselves or, at their option, by a representative provided by the Association.

If a unit member is not represented by the Association, the District shall not agree to a resolution of the grievance without first providing the Association with a copy of the grievance, the proposed resolution, and an opportunity to respond.

The Association will exclusively receive time off from duties for the processing of grievances herein for unit members who are designated as Association representatives, subject to the following conditions:

- 1. By no later than thirty (30) days following the signing of this Agreement, the Association shall designate in writing to the Superintendent the names of three (3) unit members who are to receive the time off; changes shall be given to the Superintendent in writing as they occur;
- 2. Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary;
- 3. That time off shall be limited solely to one (1) designee representing a grievant, and the

- grievant, in a conference with a management person; and
- 4. Under no circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.

If a grievance arises from action or inaction above the level of the grievant's immediate supervisor, the grievant, subject to the applicable time limits, may submit the grievance in writing at Step II. Nothing herein shall prevent or preclude the grievant from attempting to resolve the grievance through an informal conference with their immediate supervisor subject to applicable time limits.

#### **ARTICLE 17 - COMPLAINTS AGAINST UNIT MEMBERS**

The purpose of this procedure for resolving complaints concerning unit members is to secure, at the lowest possible staff level, equitable solutions to the problems that from time to time arise within the site or the District.

Complaints against unit members submitted by members of the public shall be processed as follows, unless otherwise prohibited by law:

- 1. The complaint shall initially be brought to the attention of the unit member by the complaining party.
- 2. The immediate supervisor shall attempt informally to resolve the complaint between the complainant and the involved unit member; such informal attempt shall include at least one (1) meeting attended by the complaining party and the unit member.
- 3. In the absence of informal resolution, the complainant shall be informed of the provision for submitting a formal written complaint. Accordingly, the complainant shall be provided a copy of the Formal Complaint Forms and Procedures as contained in Board Policy 1312.1 and Administrative Regulation 1312.1. The immediate supervisor, within ten (10) working days, shall formally investigate the written complaint and shall provide a written response to the complaining party and to the employee. If the supervisor has determined that the complaint has merit, the employee shall have the right to submit a written response for attachment to the supervisor's response.
- 4. The complaining party or the unit member may request that the Superintendent or their designee review the complaint and responses and propose resolutions to the complaint. The Superintendent or designee's review may be based upon the existing file or they may request additional information. Such information may be obtained by scheduling a meeting with the complaining party and the employee for the purpose of acquiring additional information, clarifying issues or proposing various forms of resolution. The Superintendent's decision with respect to such complaints shall be final and conclusive unless the Board, upon request of either party, exercises its discretion to review the matter further.
- 5. Before reviewing the matter, the Governing Board shall request that a written report of the matter be submitted by the Superintendent. Such report will contain, at a minimum, the name

of the employee(s) involved, a brief but specific summary of the nature of the complaint and the facts which apply to the complaint, any findings or responses submitted at preceding levels of the process, a copy of the actual complaint, a summary of the Superintendent's efforts at resolution and a recital by the Superintendent that disposition of the matter at the Superintendent's level was not achieved and the reasons therefor. The Governing Board's review, if any, shall take place in closed session unless the employee requests an open session and such open session is not otherwise precluded by law and/or recognized privacy considerations, particularly student privacy. The Board's decision shall be final.

- 6. Prior to holding a review hearing on the matter, the Board may choose not to review it leaving the final decision at the Superintendent's level.
- These procedures do not apply to matters which may be handled or investigated under other District Complaint Procedures or the Grievance Procedures of this collectively negotiated agreement.
- 8. Upon request the affected employee is entitled to Association representation at any or all stages, except the informal meeting stage, of this procedure. For the purpose of this Article, the phrase "informal meeting stage" is limited to a one-on-one meeting with the complaining party.

# **ARTICLE 18 – PERSONNEL FILES**

The District will maintain the unit member's official District personnel file in a central location.

Subject to the conditions outlined herein, materials in an employee's personnel file are to be made available for inspection by the unit member. Unit members shall have the right to inspect these materials upon request provided that such request is made at and for a time when the person is not actually required to render services to the District. Such materials are not to include ratings, reports or records which: 1) were obtained prior to the employment of the person involved, 2) were prepared by identifiable examination committee members, or 3) were obtained in connection with a promotional examination.

Materials placed in a unit member's file shall be signed and dated by the person or persons who prepared the materials.

Information of a derogatory nature, except for the excluded materials indicated above, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment upon the materials. An employee shall have the right to enter, and have attached to any derogatory statement, their own comments thereon. Upon request by the unit member a review of such derogatory materials shall take place during conference or preparation period or other non-teaching time and the employee shall be released from duty for this purpose without reduction in salary. The unit member may also conduct such review during non-working time, provided it is during normal business hours.

The obligation to provide notice and an opportunity to review is satisfied by a statement attached or affixed to the material informing the employee that the material will be placed in the unit member's personnel files ten (10) days from notification and that within that time the unit

member may submit a written response which shall be attached to the materials and placed along with them in the personnel file. Failure to submit such written response within the ten (10) days constitutes a waiver of the employee's right to do so.

If the unit member alleges that the material is false and/or unfounded, the employee may initiate a grievance to determine the truth or falsity of the information. If the Grievance Procedure establishes the truth of such materials, the unit member shall be foreclosed from contesting the truth of such materials in any subsequent administrative or legal proceedings. The right to file a grievance does not apply to:

- 1. Materials placed in the file as part of a statutory notice of Unprofessional Conduct or Unsatisfactory Performance under Education Code section 44938 or its successor, if any;
- 2. The substance of an employee's evaluation unless specifically permitted by another provision of this Agreement.

An employee, while inspecting their personnel file may be accompanied by a representative. The unit member may provide written authorization which shall permit a representative to inspect and/or copy materials from the unit member's personnel file. An employee shall be entitled to obtain copies of materials subject to inspection, provided the employee reimburses the District for the reasonable cost of producing the copies.

Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from either the Superintendent or Superintendent's designee. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or their authorized Association representative.

#### **ARTICLE 19 – TRANSFERS AND REASSIGNMENTS**

#### Purpose

The primary purpose of this Article is to support the best educational interests of children, the District and affected school sites by placing certificated personnel where their individual skills and aptitudes can flourish. Thus, transfers and reassignments may be made for any number of reasons including, but not limited to, fluctuations in grade level and/or site enrollment, needs to combine or split classes, remediation for an individual teacher based upon concerns which have been previously communicated to the teacher, legal reasons and simply filling vacancies. Transfers and/or reassignments will not be implemented for disciplinary or punitive purposes.

# **Definitions**

1. *Transfer:* A change by a bargaining unit member from one (1) school to another school within the District; or from one (1) work site to another work site within the District. The definition does not apply to traveling teachers or teachers with multi-school assignments or

responsibilities. Subject to the provisions of this Article, a teacher may request a transfer (voluntary) or may be transferred by the District (involuntary).

- 2. **Reassignment:** Movement of a unit member from one (1) grade level to another or from one (1) subject area to another within the same school. For departmentalized grade levels, a reassignment is defined as a 3/5 or more change in the department to which a classroom teacher is assigned and which change occurs entirely within one (1) school year.
- 3. *Vacancy:* A true opening on the staff at a particular school, which the District has determined to fill and which is not filled by voluntary or involuntary reassignment of a current staff member at the particular school.
- 4. *Order of Filling Vacancies:* The District may fill vacancies through reassignment and involuntary transfer before posting the Vacancy for Voluntary Transfer.

#### Voluntary Transfer

Permanent employees may apply for any posted vacancy for which they are credentialed and qualified. Vacancies, which the District has determined to fill, shall be posted in all schools. All postings shall include the closing date for filing applications. The closing day for current employees shall be no less than seven (7) calendar days after posting unless the District demonstrates an unanticipated need to fill the vacancy sooner. A teacher who wishes to be notified of job postings during the summer shall indicate as much on the Assignment Objective Sheet indicating the site or sites to which they want to transfer and/or the grade level or levels to which they want to be reassigned, along with a valid mailing address for the summer. Notices of vacancies at the indicated sites and/or grade levels shall be mailed to such teachers. The District will update its job line whenever a vacancy is to be posted. The District is free to hire outside candidates but only after District employees have received priority consideration.

Requests for transfer will be considered applying the following criteria:

- 1. Educational needs of the District and/or affected school site(s);
- 2. Qualifications and experience of the candidates:
- 3. Length of service with the District; and
- 4. Any other relevant information, which has previously been brought to the attention of the unit member.

If, in reviewing the criteria, District and site level administration determine that two (2) or more competing applicants are qualified and their qualifications are equal, the candidate with the greatest length of District service will be selected.

Upon request, unsuccessful applicants will receive a written statement of the reasons for non-selection.

#### Involuntary Transfer

An involuntary transfer may be initiated in order to fulfill specific educational needs, as a response to enrollment changes, or as part of an effort to assist or remediate an affected teacher. Involuntary transfers shall not be made for reasons that are arbitrary, capricious or unlawfully discriminatory.

If, as a result of an involuntary transfer, a teacher is displaced, and displacement could affect more than one (1) teacher, then the teacher(s) to be displaced shall be selected based upon the following criteria:

- 1. Educational needs of the District and/or affected school site(s);
- 2. Qualifications and experience of the candidates;
- 3. Length of service with the District; and
- 4. Any other relevant information that has previously been brought to the attention of the unit member.

If, in reviewing the criteria, District and site level administration determine that two (2) or more competing applicants are qualified and their qualifications are equal, the candidate with the least amount of District service will be selected.

Upon request, teachers selected for involuntary transfer shall be notified of the reasons therefore in writing.

#### Reassignments

Unless there is a remedial need for reassigning a specific teacher, site administrators will first seek qualified volunteers for reassignment and review the same criteria that apply to requests for voluntary transfer. If the site administrator determines that there are no qualified volunteers, the unit member may make an involuntary reassignment based upon the criteria applicable to involuntary transfers.

Except for reasons beyond the District's control, a teacher with five (5) or more years with the District shall not be involuntarily reassigned more than once in a three (3) year period.

All reassignments are governed by and subject to the District's legal requirements.

#### Assignments

Initial assignments are within the sole judgment and discretion of the District. The District will make every effort to notify a teacher in advance of a transfer or reassignment. The District will notify a teacher by May 1st of the preceding year if they are to be transferred or reassigned for the following school year and the decision to transfer or reassign has been made. In other circumstances of an unanticipated or emergency nature, the teacher will be notified as soon as practicable after a decision to transfer or reassign has been made.

Vacancies, which occur later than three (3) weeks prior to the beginning of the school year or a semester, may, at the District's discretion, be filled either through the contract procedures or by hiring a substitute or temporary teacher.

When a bargaining unit member has to relocate to a new classroom/office, due to transfer or reassignment, the District shall provide the bargaining unit member with assistance in moving. The District will provide all boxes, at least, five (5) days prior to the move. Additionally, bargaining unit members involuntarily transferred or reassigned will be paid one (1) day at their daily rate or provided with one release day to facilitate the move.

#### **ARTICLE 20 – DISCIPLINE**

Discipline of permanent employees shall be for cause, provided that in the exercise of this right the District will not act arbitrarily, capriciously or in violation of the terms of this Agreement.

For the purpose of the Article, discipline shall not be defined to include termination or non-reelection pursuant to California Education Code.

#### 1. Infractions:

Grounds for imposition of discipline shall be limited to:

- a. Violations of Board policy
- b Violations of site handbooks
- c. Tardiness

#### Penalties:

Imposition of penalty under this Section "1" shall incorporate concepts of progressive discipline utilizing verbal reprimands, counseling, written reprimands and letters in the personnel file. Docking for habitual tardiness shall not exceed an amount commensurate to the time missed.

#### 2. Major Infractions:

Grounds for more serious discipline are limited to:

- a. Insubordination following repeated written warnings in connection with items listed under "1" above;
- b. Conduct which endangers the health and/or safety of the employee or other employees and/or students or members of the public;
- c. Falsifying and/or misrepresenting facts on District forms or records;
- d. Willful violations of the Education Code or other California law;
- e. Flagrant disobedience of or willful refusal to follow the reasonable rules, regulations and/or directives governing employment that have previously been brought to the attention of the unit member and/or that is of such a nature that it warrants serious penalty.

#### Penalties:

In the event it is necessary to impose heavy sanctions, penalties shall not be limited to:

- a. Suspension with or without pay for up to ten (10) working days;
- b. Involuntary transfers;
- c. Nothing herein shall limit the District's authority to impose penalties where such are specifically authorized by the Education Code or other California law;
- d. Docking for leave abuse under 2.a or 2.c and tardiness under, 1.c may not exceed one hundred and ten (110) percent of the actual time missed for that incident
- 3. With the exception of any accompanying written reprimand, there shall be only one (1) penalty per infraction. The principle of one (1) penalty per infraction shall not apply to conduct documented for purposes of a ninety (90) day notice of unsatisfactory performance pursuant to Education Code section 44938.

Conduct subject to the employee's formal evaluation is not governed by this Section except to protect the health and/or safety of the employee, students, other employees and the public or where the employee repeatedly and willfully fails and refuses to comply with written directives. Except in the latter instances, there shall be no right to representation in the conferences called for under Article 21.

4. During any interview, which the unit member reasonably believes may lead to discipline, the unit member may request the presence of an Association representative. During any interview wherein the administrator is considering recommending or imposing discipline, the administrator shall inform the affected employee of their right to request the presence of an Association representative. However, the administrator need not unreasonably delay or postpone the interview to accommodate the representative's schedule.

Written notice of disciplinary action shall inform the unit member of their right to appeal through the Grievance Procedure and their right, upon request to the Association, to be represented.

#### **ARTICLE 21 – EVALUATIONS**

Evaluations shall be conducted in a manner consistent with the provisions of applicable Board policy and state law.

#### Purpose

Evaluation is one (1) means by which to improve the quality of education provided to students. It is an ongoing process focused on the means by which an individual can more effectively contribute to the educational effort of the District. It is based upon an objective and fair assessment of performance. Finally, it is a self-enlightening activity, which occurs in an atmosphere of mutual trust and respect. Its primary purpose is to improve instruction.

#### Initial Goal Setting Conference

Prior to October 7 of each year, the evaluator and the teacher shall hold an initial goal setting

conference for the purpose of establishing goals and objectives for the school year.

#### **Evaluators**

The primary evaluator shall be a member of the management or supervisory staff at the employee's work site or, in the case of an emergency, as determined by the District, any other management or supervisory employee so designated by the District. In the case of teachers given multi-school assignments, the District shall designate a management or supervisory person as primary evaluator. Unit members will not be required to participate in the evaluation and/or observations for the purpose of evaluation of other certificated employees.

A secondary evaluator will be appointed upon request of the employee or the primary evaluator.

#### Formal Observations

Probationary and temporary teachers shall be formally observed a minimum of four (4) times a year. Before any probationary or temporary teacher receives a formal evaluation (either the mid-term or final), the evaluator shall have completed two (2) classroom observations of not less than thirty (30) minutes in length.

Permanent teachers shall be formally observed a minimum of two (2) times a year. Before any permanent teacher receives a formal evaluation, the evaluator shall have completed two (2) classroom observations of not less than thirty (30) minutes in length.

Each formal classroom observation shall be followed by an observation summary prepared by the evaluator within one (1) week of the classroom observation. The teacher will meet with the evaluator to discuss the observation. If any deficiencies are expressly indicated in the observation report, the evaluator shall make recommendations in the report and provide administrative support to assist the teacher to improve performance. A teacher may request additional formal observations at mutually acceptable times.

#### Formal Evaluation

The formal evaluation shall be submitted to the teacher no later than thirty (30) calendar days preceding the close of the school year.

Probationary and temporary teachers shall be formally evaluated two (2) times each year. The first evaluation conference (the mid-term) shall take place before December 9 and the final evaluation conference shall take place prior to February 7.

Permanent teachers shall be formally evaluated at least every other year for the first five (5) years with the District; thereafter permanent teachers shall be formally evaluated every other year unless notified in writing that job performance is an overall unsatisfactory in which case they will be evaluated each succeeding year until an overall satisfactory evaluation is achieved. In the case of an overall unsatisfactory evaluation, the employee will be referred to the Peer Assistance and Review (PAR) Program and the evaluator shall take positive action to assist the teacher in improving their performance. The teacher will continue in the PAR Program until they receive a satisfactory end of year formal evaluation and has a recommendation of the PAR Panel.

No assessment of "unsatisfactory" shall be introduced on a teacher's evaluation which has not been first observed and called to their attention in writing. Time shall be allowed, when practical, from the date of the written report when the deficiency is first noted and the date of the next observation. A teacher who receives an evaluation which indicates that their performance is unsatisfactory shall, upon request, be entitled to additional classroom observations, one (1) additional written evaluation and one (1) additional evaluation conference.

The teacher shall take affirmative action to correct any cited deficiencies, based upon the evaluator's specific recommendations for improvement and their assistance in implementing such recommendations.

A formal evaluation conference shall be held no later than thirty (30) calendar days before the end of the school year to discuss the content of the final evaluation. Each teacher shall, before being presented with their final evaluation, meet with their primary evaluator to discuss the ways in which objectives in each area enumerated in the evaluation form have or have not been met.

Within five (5) days of the formal evaluation conference, the teacher shall sign the report indicating only that they have read the report, understands it and has been given the opportunity of responding to it in writing; the signature does not necessarily indicate the teacher's agreement with the evaluation. The report will be placed in the teacher's Personnel File within ten (10) days of the signing. The teacher has the right to respond to the evaluation in a timely manner and to have this response included in the Personnel File.

In the case of an overall unsatisfactory evaluation, the evaluator shall take positive action to assist the teacher in correcting any cited deficiencies through a Personal Improvement and Assistance Plan (PIAP) under the PAR Program. The evaluator's role to assist the teacher shall include, but not be limited to, the following:

- 1. A written statement of the problem including the Professional Standards found deficient;
- 2. A written statement of the desired action required to correct the deficiencies including specific recommendations for improvement;
- 3. Direct assistance to implement such recommendations;
- 4. Provision of additional resources to be utilized to assist with improvement;
- 5. Time schedule to monitor progress.

#### Extended Evaluation Cycle for Permanent Teachers

When a permanent teacher has completed at least ten (10) years in the District, is highly qualified as defined in 20 USC Section 7801, and has met or exceeded the teaching standards as reflected in previous formal evaluations, the teacher may be eligible to be evaluated once every five (5) years with the agreement of the evaluator. The teacher or the evaluator may withdraw consent at any time and reinstate the every other year cycle for evaluation.

#### Alternative Evaluation for Permanent Teachers

Permanent teachers with a minimum of five (5) years experience in the District and with a minimum of three (3) satisfactory evaluations may opt to be evaluated through the alternative evaluation process developed and agreed to by the District and the Association. The teacher and the administrator must jointly agree to the use of the alternative evaluation option.

#### Grievance of Final Evaluation

Any grievance shall be limited to claims alleging violation of the expressed evaluation procedures set forth in this article. No grievance arising under this article shall challenge the substance of an evaluation.

#### **Evaluation Standards**

The District and the Association agree to adopt for the purposes of evaluating the instructionally related areas, the California Standards for the Teacher Profession (CSTP). The CSTP provides a common language on teaching that will be used by teachers to prompt reflection about teaching and learning, develop professional goals, and guide, monitor and assess the progress of the unit member's practice towards their professional goals. Non-permanent teachers will be evaluated on all six (6) standards, while permanent teachers will primarily focus on a single primary standard selected from Standards 1-5. The teacher and the evaluator shall agree upon the primary standard for evaluation. In the event the teacher and the evaluator cannot agree upon the primary standard, the teacher may request that the Superintendent or the Superintendent's designee meet with the teacher and the evaluator to facilitate the selection of a primary standard.

#### Probationary and Temporary Teachers Evaluation Standards

Probationary and temporary teachers will be evaluated on all six (6) Standards of the California Standards for the Teaching Profession (CSTP). The CSTP Standards 1-6 will be assigned a rating of 1-4 based on the predominance of markings of the sub-standards within each of the six (6) standards. A probationary teacher with an assigned rate of one (1) in more than two (2) of the six (6) CSTP standards will be considered "unsatisfactory" on the overall rating of their evaluation.

#### Permanent Teachers Evaluation Standards

Permanent teachers will be primarily evaluated on a single CSTP primary standard and its corresponding sub-standards from the CSTP Standards 1-5. The single selected primary standard will be the area of focus for the evaluation. At the formal evaluation conference, there will be two (2) ratings given to the permanent teacher. The selected primary standard will be rated based on the predominance of markings of the sub-standards within the overall standard on a scale of 1-4. All other CSTP Standards will be assessed by a "satisfactory" or an "unsatisfactory" rating.

In the event that there is a rating of 1 given in the one (1) selected primary standard, the teacher will work with the administrator to develop an improvement plan outside the requirements of the formal evaluation system. This will be implemented in the ensuing year and will not be considered a formal evaluation year. Evaluation will continue the subsequent year directly related to the standard that was identified with a rating of 1.

In the event that the evaluation of the teacher results in a rating of 1 given in the single selected primary standard and an "unsatisfactory" in any other CSTP Standard, the evaluation will be considered an "overall unsatisfactory" evaluation. The teacher will be referred to the PAR Panel and will be supported with a Professional Improvement and Assistance Plan (PIAP) as provided for in the PAR Program.

For permanent teachers receiving multiple ratings of 2 within the selected primary standard, the administrator will provide assistance to support the teacher to achieve a Satisfactory rating in future evaluations. The teacher will take affirmative action to bring about improvement in the areas noted on the evaluation.

#### **Evaluation Forms**

The Evaluation Forms (amended July, 2007) in Appendix C1 to C5 of this contract will be used in the evaluation process outlined in this article. Any proposed changes to the forms must be developed and negotiated through a meeting between the District and the Association's negotiating teams.

The components of the current evaluation instrument shall include:

- 1. A goal-setting form that includes a minimum of three (3) goals that evaluate the "progress of students towards established standards of achievement" (Stull Bill objectives) and the teacher's progress toward the California Standards for the Teaching Profession
- 2. A formal observation form
- 3. A Mid-term Evaluation form for probationary and temporary teachers and Referred Participating Teachers (RPT) in the PAR Program.
- 4. A Final Evaluation Form that includes:
  - a. The progress made toward achieving the established achievement goals
  - b. Progress made in the California Standards for the Teaching Profession
  - c. An overall evaluation of the certificated employee's total performance
  - d. Peer Assistance and Review referral, if necessary.

#### Non-Classroom Certificated Evaluation Forms

While the CSTP establishes the guidelines for evaluating the instructionally related performance of certificated classroom employees, non-classroom unit members will be evaluated with an independent evaluation form that is appropriate to the professional practice of these unit members. The independent evaluation forms will be negotiated through a meeting between the District and Association's negotiating teams and based on a recommendation from a joint committee representing the District and the non-classroom members.

#### **ARTICLE 22 – CONTRACT VARIANCE**

The District and Association recognize that creativity and innovation are essential elements for

maintaining a high quality educational program. It is in their mutual interests, therefore, to provide a vehicle to accommodate such elements within the framework of their collectively negotiated agreement. By doing so, the parties encourage flexibility without generally impinging on the need to uniformly apply the terms and conditions of the agreement. Accordingly, the following conditions shall apply to site wide variances from specific written provision(s) of the collectively negotiated agreement.

#### Step 1- Contract Variance Request Submitted to Superintendent and Association President

- A written request seeking a waiver of specific written provisions of the collectively negotiated agreement shall be jointly and collectively prepared and submitted by OPTA site representatives, site leadership teams, and site administrators to the Superintendent and the Association President.
- 2. Contract variance request shall be limited to the following specific contract Articles: Class Size (Article 12). This procedure will also apply to site level repackaging of instructional minutes.
- 3. The request shall be site specific and limited to a maximum of two (2) years in duration.

#### Step 2- Association Members from Affected Site Vote on Contract Variance

4. A contract variance must be supported by at least three-fourths (3/4) of the total number of Association Members assigned to the site affected/impacted by the requested contract variance,, through a secret ballot vote. The vote shall be monitored by the OPTA Site Representative(s) or designee. Each Association Member shall receive one vote regardless of full-time or part-time status and teachers on unpaid or extended personal illness leave shall not be entitled to a vote.

## **Step 3- Contract Variance Submitted to Governing Board and Association President for Approval**

- 5. The contract variance will be submitted and subject to approval by both the Governing Board or designee(s) and the Association President or designee(s) for it to become effective.
- 6. Any change in working condition(s) brought about by the implementation of an approved contract variance shall not be interpreted as a violation of this agreement or as evidence of a new working condition(s) separate from the agreement or interpreted as a precedent in any manner.
- 7. Denial of or failure to support a contract variance request by either the site administrator or the Governing Board, or their designees shall be specifically excluded from the grievance clause of this agreement.
- 8. The suggested timeline for completion of a contract variance is by March of the preceding school year.

#### **ARTICLE 23 – TEACHING CONDITIONS**

Bargaining unit members shall not be required to purchase supplies or personal equipment for their assignment.

#### ARTICLE 24 – SPECIAL EDUCATION

#### Transfer Rights

- 1. In order to maintain continuity with the special education program, teachers hired in a special education assignment may not request a transfer to a regular education vacancy until after they have completed five (5) years with the District. Thereafter, subject to paragraph 2 below, a special education teacher has the same rights to transfer and is subject to the same transfer criteria as other bargaining unit members. The request for a transfer to a regular education position must be submitted prior to March 1 of each year.
- 2. For vacancies that are posted after the close of the school year, a transfer to a regular education position will be contingent upon the District finding a qualified and properly credentialed replacement. The District shall make a good faith effort to advertise and recruit qualified replacement.

#### Special Education Teachers

Professional training will be provided for instructional aides assigned to *children with special needs*.

The District will make a good faith effort to provide each Special Education Teacher with designated textbooks and consumables necessary to meet the District standards and Special Education curriculum requirements.

## General Education Teachers Serving Special Education Students with Full-Day Instructional Aide Support

At the elementary level, one (1) planning day per quarter (provided by a guest teacher to release the general education teacher from the classroom) for general education teachers and special education teachers to plan for the provision of services for special education students who have full-day instructional aide support. At the discretion of the site administrator these planning days may be taken off site if appropriate to the planning needs established by the IEP. Whenever possible, these days should not be requested during high volume guest teacher days. These days may also be taken in half days if the teacher so desires.

At the secondary level, a roving guest teacher will be provided one (1) day a quarter to cover individual core curriculum classes (English, Math, Science, History/Social Science) for teachers serving these students.

When administratively practical, the District shall not assign a special education student with a

full-day aide to a class at the elementary level until 24 hours after the regular education teacher has been provided with a copy of the IEP of the incoming student and the bargaining unit member has had the opportunity to meet with the student's case manager. Nothing in this article shall prevent the timely enrollment and legal right that a student has to attend school.

The District recognizes that some individuals with exceptional needs may not meet or exceed the growth projected in the annual goals of the IEP. In such instances, a bargaining unit member's accountability shall be limited to having reasonably implemented the services stated in the IEP.

Whenever possible, elementary regular education bargaining unit members shall not be required to assume the responsibility of teaching a special education student with a full-day instructional aide more than once every other year.

#### **IEP Meetings**

When reasonably possible, all IEP meetings, 504 meetings and SST meetings shall be scheduled within an eight (8)-hour school workday (inclusive of at least a thirty (30) minute duty free lunch). In order to achieve this goal, the District will allocate the equivalent of one full day per week at each school (excluding Oak View and Oak Park Independent School) for the purpose of IEP, 504 and SST meetings. The designated days will be determined and coordinated among the sites by site administrators to enable staff who work at multiple sites to attend. Teachers will be released from their classes with guest teachers.

Team meetings will not be placed on any student IEP or be considered an expectation for teachers unless otherwise required. If the IEP Team determines that a group meeting, other than an IEP meeting is needed at any time, the meeting will be considered informal and not a requirement of the IEP. Every effort will be made to hold the necessary meetings during the school day and release time will be provided for the teacher to attend this meeting. When reasonably possible, all such meetings shall be scheduled within an eight (8)-hour school workday (inclusive of at least a thirty (30) minute duty free lunch).

#### ARTICLE 25 – COUNSELORS AND PSYCHOLOGISTS

The regularly scheduled work year for Counselors shall be one hundred and ninety-two (192) days. The regularly scheduled work year for Psychologists shall be one hundred and ninety (190) days. The District reserves the right to assign up to ten (10) additional days to be paid at the affected employee's daily rate. Counselors and Psychologists shall be paid pursuant to Appendix "A."

During the 2007-2008 school years, a joint committee will be convened to discuss the workload and evaluation process for counselors and psychologists. The recommendations from this committee will be given to the District and OPTA no later than May 1, 2008.

#### **ARTICLE 26 – RETIREMENT**

Bargaining unit members who have expressed to the District an intent to retire shall receive retirement information from the District Office.

#### Health and Welfare Benefits

Retiring unit members who are at least 55 years of age and have served in the Oak Park Unified School District for a minimum of twelve (12) years will be eligible to pay for the single, dual or family premium of the District provided group, medical, dental and vision insurance in the amount that is equal to the District's cost of that premium. This benefit shall continue until the retiree reaches age sixty-five (65).

#### Mid-Year Retirement

Unit members, age 55 and older, who retire during the school year shall receive health benefits through the end of the month of their retirement.

#### End of Year Retirement

Unit members, age 55 to 64, who retire at the end of the school year shall receive health benefits through August 31<sup>st</sup>.

Unit members, age 65 and older, who retire at the end of the school year shall receive benefits through May 31<sup>st</sup> and shall receive full reimbursement of the health benefits paid out for June, July, and August.

Unit members, who reach age 65 in June, July, or August, shall receive health benefits through the end of the month in which they turned age 65, and will receive reimbursement for the remaining months of July or August.

Retiring unit members receiving a reimbursement for health benefits shall receive their reimbursement no later than August 31st.

#### Early Retirement Incentive Program

The District shall establish a committee with OPTA to evaluate annually the feasibility of an early retirement incentive plan. Any early retirement incentive program offered by the District is subject to negotiations. The final decision to offer an early retirement plan for bargaining unit members shall be determined by the Board of Education. The terms and conditions of a program will be outlined in a Memorandum of Understanding that will be developed between the Association and the District for retiring bargaining unit members.

If a retirement incentive program is negotiated that includes a cash option, the retiring unit member shall receive their check no later than August 31st.

#### ARTICLE 27 – CURRICULUM COUNCIL

When the District proposes material changes in the District's definition of educational objectives, determination of course and curriculum content, and selection of textbooks, they shall first be discussed by the Curriculum Council. In the event a Curriculum Council recommendation is amended by the District management prior to being presented to the Board of Education, a member of the Curriculum Council selected by the Association shall be notified at least one (1)

week in advance, and be entitled, upon request, to present to the Board the original recommendation and speak in support thereof.

The District shall, upon request, consult with the Association on the definition of educational objectives, the determination of the content of courses in the curriculum, and the selection of textbooks to the extent such matters is within the District's discretion under the law.

In order to ensure communication between the schools and the Curriculum Council, each site shall have one (1) bargaining unit member serving on the Council. The Association will select the bargaining unit member from each site. The District will select the three (3) administrative and two (2) parent representatives to the Curriculum Council and an Oak Park Unified School District Board of Education member will sit on the Council. Additional members to the Curriculum Council may be considered through joint consultation between the Association and the District. The District reserves the right to split the Curriculum Council into an elementary and secondary grouping.

#### ARTICLE 28 – PEER ASSISTANCE AND REVIEW

- 1. The Peer Assistance and Review Program in the Oak Park Unified School District is titled the Peer Assistance Review (PAR) Program.
- 2. The Peer Assistance Review (PAR) Program has created the position of Colleague Coach as a teacher who provides assistance to Participating Teachers in accordance to the Peer Assistance and Review Program as follows:
  - a. Colleague Coaches are assigned to provide teachers new to the profession and/or to the District with necessary support to optimize their possibilities for success in the classroom and school:
  - b. Colleague Coaches are assigned to provide support to teachers who have been required to participate in the Peer Assistance and Review program as a result of an overall rating of unsatisfactory on the annual summative evaluation; and,
  - c. If available, Colleague Coaches are assigned to provide support for teachers who volunteer for assistance through the Peer Assistance and Review Program.
- 3. The District and the Association have established the PAR Panel to function as the governance structure for the Peer Assistance and Review Program and agree that the Panel is responsible for establishing and administering the rules and procedures relating to the operation of the Peer Assistance and Review Program.
- 4. The PAR Panel is composed of members appointed by the District (two (2) members) and classroom teachers appointed through an Association Process (three (3) members).
- 5. The PAR Panel shall provide for the operation of the Peer Assistance and Review Program.

6. The Panel shall annually evaluate the impact of the Peer Assistance and Review Program in order to improve the program. The Panel shall submit its annual evaluation no later than the end of April to both the District and to the Association for review.

7. Notwithstanding the expiration date of the collectively negotiated agreement, the District and the Association agree that the Peer Assistance and Review Program will continue to operate, even during hiatus, if any, between collectively negotiated agreements. Neither party will contend that the Peer Assistance and Review Program has expired or cannot continue to function nor utilize applicable funding as a result of the expiration of the collectively negotiated agreement.

#### ARTICLE 29 – SPECIALIZED HEALTH CARE PROCEDURES

Bargaining unit members shall not be required to administer specialized health care procedures to students unless they have first received appropriate training. Bargaining unit members shall not be required to receive such training unless mandated by state law. This provision shall not apply to certificated school nurses.

#### ARTICLE 30 – SUMMER SCHOOL

Known summer school and/or extended school year vacancies will be posted by the close of the first (1<sup>st</sup>) week in April. Teachers with at least one (1) year in permanent status with the District will be given preference over other District teachers; regularly employed District teachers will be given preference over teachers from outside the District.

Selection will be based on credentials, type of recent experience (grade level and/or subject matter), and prior evaluations.

If the District determines that more than one (1) teacher has equal qualifications for a vacancy, the teacher with the least recent summer school or extended school year, as applicable, teaching assignment shall be selected.

Summer school and extended school year assignments are "hourly as needed."

Currently, summer school is not a District provided program. The above language will be applicable if and when the District assumes responsibility for providing a summer school program.

#### ARTICLE 31 – TERM OF AGREEMENT AND NEGOTIATION PROCEDURES

Except as specifically provided herein, the term of this Agreement shall be from July 1, 2023 through June 30, 2026, and shall continue in effect from year to year thereafter unless amended, modified or terminated as provided below.

The District and Association may reopen negotiations for the 2023-2024 and 2024-2025 school years on salary, health benefits and up to two (2) additional articles selected by each party. Notice of intent to reopen shall be made to the other party no sooner than March 1 of the above years.

During the 2024-2025 school year, notification of intent to negotiate the entire Agreement must be made between March 1, 2025, and March 31, 2025. Following submission and sunshining of initial proposals, the parties shall meet and negotiate in a good faith attempt to reach a successor collective bargaining agreement.

This Agreement is subject to ratification by the Board of Trustees for the Oak Park Unified School District and by the membership of the Oak Park Teachers Association.

Agreed to at Oak Park, Ventura County, California on the September 23, 2019.

SCHOOL DISTRICT	OAK PARK TEACHERS ASSOCIATION, CTA/NEA

### **APPENDIX**

Appendix A 2021-2022 Salary Schedule

Appendix B Personal Necessity Request

Appendix C1 Goal Setting Form

Appendix C2 Formal Observation Form

Appendix C3 Mid-Term Evaluation Form

Appendix C4 Final Evaluation- Temporary and Probationary

Appendix C5 Final Evaluation- Permanent Teacher

#### MEMORANDA OF UNDERSTANDING

Variance- Brookside Elementary School Banking Time

Variance- Oak Hills Elementary School Banking Time

Variance- Red Oak Elementary School Banking Time

Variance- Medea Creek Middle School Banking Time

MOU- Kindergarten Extended Day

MOU- Retirement Incentive for 2021-23 School Year Under Article 26

MOU- Instructional and Non-Instructional Pay

MOU- Elementary Report Card Days

MOU- Special Education Period and Scheduling Day Secondary Schools

## OAK PARK UNIFIED SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE

All Rates Listed as Daily and Annually 2022-23 SCHOOL YEAR

Board Propo	sed: April 25,		Olean D	Olara O	Ol D			January 1, 2023
Ve -	Class X	Class A	Class B	Class C	Class D	Va -	Class F	Class G
Years	Teacher	Teacher	Teacher	Teacher	Teacher	Years	Counselor	Psychologist
of	<u>185 days</u>	<u>185 days</u>	185 days	<u>185 days</u>	<u>185 days</u>	of	<u>192 days</u>	<u>190 days</u>
Service		D.4 00	BA + 45	BA + 60	BA + 75	Service	5.01	5.01
	BA	BA + 30	BA+30+MA	BA+45+MA	BA+60+MA		5 Steps	5 Steps
1	312.14	327.25	342.37	357.50	372.64	1	522.15	534.09
1	57,745.87			66,137.90	68,938.73	1	100,253.25	
2	327.25	342.34	357.50	372.64	387.75		542.43	550.61
2	60,540.43			68,938.73	71,733.29	2	104,146.32	104,616.63
3	342.37	357.50	372.64	387.75	402.88	3	561.37	567.64
3	63,339.17			71,733.29	74,532.02	3	107,783.62	107,851.38
4	357.50	372.64	387.75	402.88	417.99	4	580.20	585.18
4	66,137.90	68,938.73	71,733.29	74,532.02	77,328.67	4	111,399.24	111,184.80
5		387.75	402.88	417.99	433.12	5	599.18	604.43
5		71,733.29	74,532.02	77,328.67	80,127.41	5	115,043.04	114,842.13
6		402.88	417.99	433.12	448.25	6		
6		74,532.02	77,328.67	80,127.41	82,926.14	6		
7		417.99	433.12	448.25	463.40	7		
7		77,328.67		82,926.14	85,729.06	7		
8		433.12	448.25	463.40	478.49	8		
8		80,127.41	82,926.14	85,729.06	88,521.53	8		
9			463.40	478.49	493.63	9		
9			85,729.06	88,521.53		9		
10			478.49	493.63	508.75	10		
10			88,521.53	91,322.35	94,119.00	10		
11				508.75	523.90	11		
11				94,119.00	96,921.91	11		
12				523.90	539.03	12		
12				96,921.91	99,720.65	12		
13				0.00	554.15	13		
13				0.00	102,517.30	13		
14				0.00	574.91	14		
14				0.00	106,358.25	14		
15 15				0.00	0.00	15 15		
15				0.00	0.00	15 16		
16				539.03	0.00	16		
16 17				99,720.65	0.00	16 17		
17				0.00 0.00	0.00 0.00	17		
18				0.00	590.43	18		
18				0.00		18		
19				0.00	109,230.09 0.00			
19				0.00	0.00			
20				554.15	0.00	20		
20				102,517.29	0.00	20		
21				0.00	0.00			
21				0.00	0.00			
22				0.00	605.56	22		
22				0.00	112,028.83			
23				0.00	0.00			
23				0.00	0.00			
24	Special Assi	gnment Hour	ly Rates	569.26	0.00	24		
24	*SWAP	_	52.00	105,313.95	0.00	24		
25	*Home & Hos		52.00		0.00	25		
25	*Saturday Sc		52.00		0.00	25		
26		1-30 days wrke	150.00		620.72	26		
26		31-90 days wo			114,833.83	26		
27		91+ days work			0.00			
27	Substitue - Lon	•	205.00		0.00			
28		pted 12/06/16,		2022	0.00			
28	22.2 . 2000 3000	,		- <del>-</del>	0.00	28		
29					0.00	29		
29					0.00			
30					636.01	30		
	Ĩ					1 11		

117,661.80

30

30

Page 234 of 355

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: PUBLIC DISCLOSURE AND APPROVAL OF COLLECTIVE BARGAINING

AGREEMENT BETWEEN THE DISTRICT AND OAK PARK CLASSIFIED

ASSOCIATION

**ACTION** 

**ISSUE:** 

Shall the Board of Education disclose and approve the collective bargaining agreement between the District and Oak Park Classified Association (OPCA) for fiscal year 2022-2023?

**BACKGROUND:** 

Local education agencies are required by Government Code Section 3547.5 to publicly disclose provisions of all collective bargaining agreements (CBA) prior to entering into a written agreement. This provision ensures that the public is informed of the associated costs before it becomes binding on the District.

On March 16, 2023, the District and OPCA reached a tentative agreement for 2022-2023, the second year of a three-year CBA. The agreement includes a 5% increase to the salary schedules for all classified bargaining unit members, retroactive to July 1, 2022 and a 3% retroactive to January 1, 2023 for a total of 8% ongoing. The agreement contains no other material financial impacts to the District and the proposed CBA has been ratified by the full OPCA membership.

The Disclosure of Collective Bargaining Agreement statement required by AB 1200 and GC 3547.5 follows this report. Also included is the proposed CBA and the updated classified salary schedule. The revised 2022-2023 OPCA contract is available at the following link:

**FISCAL IMPACT:** 

The proposed salary increases will be funded from the General Fund unrestricted and undesignated ending balance. Assuming the Board's approval, the District's revised 2021-2022 Reserve for Economic Uncertainties is projected to exceed the District Board Policy (BP 3100) minimum Reserve Balance for Economic Uncertainty of six percent (6%).

**BOARD POLICY:** 

Pursuant to Board Policy Public 4143.1, 4243.1 Notice - Personnel Negotiations Before entering into a written agreement covering matters within the scope of representation, the Board shall disclose, at a public meeting, the major provisions of the agreement, including but not limited to the costs that would be incurred by the district under the agreement for the current and subsequent fiscal years.

**GOAL:** 

In Support of OPUSD Goal 4 – Utilizing resources efficiently and responsibly - Maintain fiscal stability and solvency.

**ALTERNATIVES:** 

- 1. Approve the 2022-2023 Collective Bargaining Agreement between the District and Oak Park Classified Association.
- 2. Do not approve the proposed agreement.

BOARD OF EDUCATION MEETING, APRIL 25, 2023
Public Disclosure and Approval of Collective Bargaining Agreement
Between the District and Oak Park Classified Association Page 2

RECOMME	ENDATION: Alte	ernative No. 1		
Prepared by:		Assistant Superintende stant Superintendent, B	ent, Human Resources usiness and Administrativ	e Services
			Respectfully subm	itted,
			Jeff Davis, Ed.D. Superintendent	
VOTE: Hardy Helfstein Lantsman Moynihan Wang	AYES	NOES	ABSTAIN	ABSENT
Student Rep		<u> </u>		<u> </u>

#### **DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District:	Oak Park Unified School District		
Name of Bargaining Unit:	Oak Park Classified Association		
The proposed agreement of	covers the period:	Employee Type:	
Beginning:	7/1/2022	Certificated:	
Ending:	6/30/2023	Classified:	Х
The proposed agreement	will be acted upon by the Governing Board		
at its meeting on:	4/25/2023		

#### A. Proposed Change in Compensation:

		Τ		Π	Fiscal Impa	ct	of Proposed	l Ag	reement
			<b>Cost Prior</b>		·	F	or Multi-yea	r A	greements
		T	o Proposed	C	urrent Year		Year 2		Year 3
	Compensation	L	Agreement		2022-23	L.	2023-24		2024-25
		Τ							
1.	Salary Schedule - Increase/(Decrease)	\$	7,551,329	\$	449,131	\$			
		$oxed{\Box}$		_	5.95%		%		%
		l							1
2.	Step and Column - Increase/(Decrease) due to			\$		\$		\$_	
	movement plus any changes due to settlement.	╀		<u> </u>	%		%		%
	Other Company tion Ingress (/Degrees)			٦	0				
J 3.	Other Compensation - Increase/(Decrease)			\$	0.00%	\$	%	\$	%
<b> </b>	(Stipends, Bonuses, Etc)	╀		<u> </u>	0.00%		70	-	- 70
<b> </b>	  Statutory Benefits - Increase/(Decrease) in	s	2,031,005	æ	122,345	æ		\$	
[ ₹.	STRS, PERS, FICA, WC, UI, Medicare, etc.	٣	2,001,000	۳	6.02%	۳	%	۳	%
╟─	011(0,1 E1(0,1 10)(, 10), 110alaro, 0(0.	t		t	0.0270		,,,		
5.	Health/Welfare Benefits - Increase/(Decrease)	\$	1,224,018	\$	0	\$		\$	
	,	Ė	<del></del>		0.00%		%		%
		T		ļ	-				
6.	Total Compensation - Increase/(Decrease)	\$	10,806,352	\$	571,476	\$		\$	
	(Total Lines 1-5)				5.29%		%		%
7.	Total Number (FTE) of Represented Employees	#	171	#	171	#		#	
		L						_	
8.	Total Compensation Cost for Average Employee	\$	63,048	\$	3,334	\$		\$	0/
<b> </b>	Increase/(Decrease) (Line 6/Line 7)	╄		├	5.29%		%	⊢	%
	Contitionated Teacher's Salam, (Evaluating Panofits)								
ya.	Certificated Teacher's Salary (Excluding Benefits) -Minimum Daily Rate	\$		\$		\$		s	
	-Millinum Dally Rate	۳		۳	%	9	%	Ψ_	%
[]	-Maximum Daily Rate	s		\$		\$		\$	
	- waxiinani bany itate	٣		۳	%	٣	%	*	%
	-Substitute Daily Rate	\$		\$		\$	,,,	\$	,,,
		Ť	_	Ť	%	Ť	%	Ť	%
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	8,991	\$	8,991	\$		\$	
	· ·	Г		İ					
I	- District Cost Annual H&W Benefit amount per FTE	\$	7,429	\$	7,429	\$		\$	
]									
1	- Current Negotiated H&W Cap amount per FTE	\$	7,429	\$	7,429	\$		\$	

Please include comments and explanations as necessary:  The tentative agreement with OPTA included inc						
increase of 8%. This increase is reflected on the salary schedule and is considered "on-going." July 2022 through						
December 2022 represents a 5% increase; Beginning January 2023, on-going, represents full 8%.						

Disclosure of Collective Bargaining Agreement
School District: Oak Park Unified School District

В.	Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):  None
C.	What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):  None
D.	What contingency language is included in the proposed agreement? (reopeners, etc.):  None
E.	Will this agreement create, increase, or decrease deficit financing in the current or future years?  This agreement will increase deficit spendign in out-years, but is not expected to increase deficit financing in the current or future years.
F.	Source of Funding for the Proposed Agreement:  1. Current Year: General Fund
	How will the ongoing cost of the proposed agreement be funded in <u>future</u> years?  General Fund
	3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):  Due to General Fund reserve balance, the District expects to fully fund on-schedule increases as reflected through multi-year projections, including 8.13% COLA projected in FY 2023-24, as based on
	2nd Interim budget.

	(Col. 1) Latest Board Approved Budget Before Settlement As of <u>3/21/2023</u>	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	46,094,442	0	0	46,094,442
Remaining Revenues (8100-8799)	13,344,065	0	0	13,344,065
TOTAL REVENUES	59,438,507	0	0	59,438,507
EXPENDITURES			_	
1000 Certificated Salaries	25,154,377	1,535,885	0	26,690,262
2000 Classified Salaries	8,278,089	494,969	0	8,773,058
3000 Employees' Benefits	12,488,666	479,638	0	12,968,304
4000 Books and Supplies	2,832,648	0	0	2,832,648
5000 Services and Operating Expenses	6,519,178	0	0	6,519,178
6000 Capital Outlay	37,194	0	0	37,194
7100-7499 Other	453,856	0	0_	453,856
TOTAL EXPENDITURES	55,764,008	2,510,492	0	58,274,500
OPERATING SURPLUS (DEFICIT)	3,674,499	(2,510,492)	0	1,164,007
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	3,674,499	(2,510,492)	0	1,164,007
BEGINNING BALANCE	5,160,410	0	0	5,160,410
CURRENT YEAR ENDING BALANCE	8,834,909	(2,510,492)	0	6,324,417
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	0	0	0	0
Restricted (9740)	4,197,257	0	0	4,197,257
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	0	0	0	0
Unappropriated Amounts (9790)	4,637,652	(2,510,492)	0	2,127,160

please explain the variance below.		
Please include comments and explanations as necessary:	 	
		<del></del>

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6,

Disclosure of Collective Bargaining Agreement
School District: Oak Park Unified School District

**Multi-Year Projections** (Col. 2) (Col. 3)

	2022-23 Budget after impact of Settlement (From page 3)	Budget Year 1 2023-24	Budget Year 2 2024-25
REVENUES			
LCFF Revenues (8010-8099)	46,094,442	48,662,431	48,756,665
Remaining Revenues (8100-8799)	13,344,065	9,553,031	9,725,249
TOTAL REVENUES	59,438,507	58,215,462	58,481,914
EXPENDITURES			,
1000 Certificated Salaries	26,690,262	27,032,803	26,970,180
2000 Classified Salaries	8,773,058	8,863,590	8,942,201
3000 Employees' Benefits	12,968,304	13,244,596	13,288,277
4000 Books and Supplies	2,832,648	2,612,683	2,977,019
5000 Services and Operating Expenses	6,519,178	6,961,210	6,981,477
6000 Capital Outlay	37,194	12,194	12,194
7100-7499 Other	453,856	453,856	453,856
TOTAL EXPENDITURES	58,274,500	59,180,933	59,625,205
OPERATING SURPLUS (DEFICIT)	1,164,007	(965,471)	(1,143,290)
OTHER SOURCES AND TRANSFERS IN	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,164,007	(965,471)	(1,143,290)
BEGINNING BALANCE	5,160,410	6,324,417	5,358,946
CURRENT YEAR ENDING BALANCE	6,324,417	5,358,946	4,215,656
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	0	0	0
Restricted (9740)	4,197,257	3,226,054	2,113,722
Committed (9750 / 9760)	0	0	0
Assigned (9780)	318,710	270,057	212,442
Reserve for Economic Uncertainties (9789)	1,808,450	1,862,836	1,889,492
Unappropriated Amounts (9790)	0	(0)	0

(Col. 1)

Multi-Year Projections Assumptions:			
	<del></del>	 	

Disclosure of Collective Bargaining Agreement
School District: Oak Park Unified School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard		(amounts from page 4)					
1. State Reserve Standard		2022-23	2023-24	2024-25			
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	58,274,500 \$	59,180,933 \$	59,625,205			
b. State Standard Minimum Reserve Percentage for this District		3%	3%	3%			
c. State Standard Minimum Reserve Amount for this District	\$	1,748,235 \$	1,775,428 \$	1,788,756			
(Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)							

2. Budgeted <u>Unrestricted</u> Reserve (After Impact of Proposed Agreement)

	 2022-23	2023-24	2024-25
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 1,808,450 \$	1,862,836 \$	1,889,492
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0 \$	0 \$	0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 1,688,020 \$	1,688,020 \$	1,688,020
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0 \$	0 \$	0
e. Total District Budgeted Unrestricted Reserves	\$ 3,496,470 \$	3,550,856 \$	3,577,512

3. Do Unrestricted reserves meet the state standar	d minimum reserve amount?
	No

H. Certification

The information provided in this document summarizes the financial implications of the and is submitted to the Governing Board for public disclosure of the major provision in accordance with the requirements of AB1200 and G.C. 3547.5.	
We hereby certify that the costs incurred by the school district under this agreement can be met by the di	strict during the term of the agreement.
District Superintendent (Signature)  JETF DAVIS  Printed Name	4/10/23 pate
District Chief Business Official Printed Name (Signature)	4/10/23 Date

# AGREEMENT BETWEEN OAK PARK UNIFIED SCHOOL DISTRICT AND OAK PARK CLASSIFIED ASSOCIATION



July 1, 2021 through June 30, 2024 (updated 4.25.23)

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#### **ARTICLE 1 - AGREEMENT**

1.1 Parties To Agreement: The articles and provisions contained within this Agreement constitute a bilateral and binding agreement ("Agreement") by and between the Oak Park Unified School District, herein referred to as "District", and the Oak Park Classified Association/CTA/NEA, herein referred to as "Association" or "OPCA", as the exclusive bargaining representative for all classified unit members holding those positions described in Article 2 – Recognition.

#### ARTICLE 2 - RECOGNITION

- 2.1 <u>Exclusive Representative</u>: The District recognizes the Association as the exclusive representative for bargaining unit members in the unit certified by the Public Employment Relations Board (PERB) to be appropriate for an election in Case No. LA-R-954.
- 2.2 <u>Positions Included/Excluded</u>: The unit includes all classified bargaining unit members except those excluded below and all management, supervisory and confidential bargaining unit members:

Supervisors Student Workers

Directors Casual Bargaining unit members
Executive Assistant Administrative Secretary III

- 2.3 <u>Unit Modifications</u>: Unit modifications are subject to the following procedures.
- 2.3.1 For the term of this Agreement, the District and Association agree that the unit defined in Section 2.2 is appropriate and that neither party will seek clarification or amendment of this unit.
- 2.3.2 Unit modifications can occur under the following conditions:
- 2.3.2.1 The District agrees that if it creates any new classifications during the term of this Agreement, the District shall notify the Association of its action, describing the class (es) created, number of positions and indicate whether the new class (es) is to be included in the bargaining unit or excluded from it.
- 2.3.2.2 Should there exist a dispute between the District and the Association as to the appropriateness of the newly created positions being included or excluded from the unit; the parties agree to submit the dispute to the Public Employment Relations Board for resolution.
  - 2.4 <u>Salaries</u>: Upon the addition to the unit of newly created positions, the District, upon request from the Association, shall meet and negotiate appropriate wage rates.

#### ARTICLE 3 - APPOINTMENT AND CLASSIFICATION

- 3.1 <u>Appointment</u>: Classified bargaining unit members are employed by the Board only upon recommendation by the Superintendent. The Board may accept or reject the recommendation.
- 3.2 <u>Probationary Period</u>: Classified personnel are hired and remain on a probationary status for the first six months or 130 days of paid service, whichever is longer. (Time on leave of absence or service as a substitute, temporary, student worker, or short-term bargaining unit member will not be credited toward the probationary period.)

All probationary bargaining unit members (either new hire or promotional) shall be evaluated not later than the last week of their third month of probationary service and again not later than the last week of the fifth month of probation. Probationary bargaining unit members may be separated (or demoted, if permanent in a lesser class) at any time such action is deemed necessary by the principal or department head. Upon recommendation of the immediate supervisor, the probationary period may be extended a maximum of six (6) months. In such case, the bargaining unit member will attain permanent status on the first day of the month following the unit members' supervisor's recommendation, and shall advance to Step 2 on the salary schedule, if applicable.

- 3.3 <u>Permanent Status</u>: Probationary bargaining unit members shall become permanent upon successful completion of the probationary period. Bargaining unit members designated as permanent bargaining unit members shall be subject to dismissal for cause only as defined by the Governing Board.
- 3.4 <u>Anniversary Date</u>: For salary purposes, the anniversary date for classified personnel employed between the first and the fifteenth of the month, inclusive, shall be the first of the month in which the bargaining unit member is hired. The anniversary date for classified personnel employed between the sixteenth of the month and the last of the month, inclusive, shall be the first of the following month.
- 3.5 <u>Term of Appointment</u>: The employment of a permanent bargaining unit member shall continue during the existence of the position within the District unless terminated by resignation, retirement, dismissal for cause, or Board directed layoffs for lack of work or budgetary reasons.
- 3.6 <u>Effective Date of Reclassification or Adjustment</u>: Salary adjustments shall be made effective on the first day of the calendar month following approval of the adjustment. When the District has made assignment and classification changes involving salary adjustments, it will notify the Association and provide it an opportunity, upon request, to negotiate the appropriate salary range. An Association request to negotiate shall not delay implementation of the classification and salary adjustment; however, if the parties agree upon a different salary range, in which case such adjustment shall be retroactive. If the Association does not request negotiations within five (5) working days, then the proposed salary range will remain in effect for the classification unless and until the Association requests negotiations in connection with a timely contract reopener.

#### ARTICLE 4 - DUES DEDUCTION

- 4.1 OPCA will provide the District with a written list of any member of the bargaining unit who is a member of the Association, and from whom to deduct membership dues. The District will honor authorizations currently on file. Such authorization for payroll deduction for payment of membership dues shall continue in effect until revoked in accordance with the information provided to the District by OPCA.
- 4.2 Dues withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for receipt of such funds. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until a pay period commencing fifteen (15) workdays after such submission.
- 4.3 Deductions for members of the bargaining unit who commence duties after the beginning of the school year and, therefore, are not subject to deductions until after the beginning of the school year, shall be prorated in such manner that the bargaining unit member will pay dues only in proportion to the number of school months during the school year in which they have the appropriate authorization on file. Any fraction of a month shall be counted as a full month.

#### ARTICLE 5 - ASSOCIATION RIGHTS

- 5.1 Subject to reasonable rules and regulations, OPCA shall have the right to use school buildings and facilities for OPCA activities only outside established work time, except:
  - a. When an authorized OPCA representative secures advance permission from the Superintendent or their designee for use of school facilities within established work time
  - **b.** When OPCA activities do not interfere with the school program or duties of unit members
  - **c.** When OPCA activities do not interfere with the rights of bargaining unit members to refrain from listening to or speaking with OPCA representatives
- 5.2 OPCA shall have the right to post notices with an appropriate OPCA identification, regarding activities and matters of OPCA concern on designated bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. OPCA may use the District bargaining unit member mailboxes for communications to unit members. Copies of all OPCA material posted or distributed shall be mailed to the Superintendent at the time the information is posted and/or distributed.
- 5.3 Authorized representatives of OPCA shall be permitted to transact official OPCA business on school property only when it does not interfere with the school program or duties of unit members.
- OPCA agrees to pay a reasonable fee for any unusual wear or damage to District facilities caused by OPCA activities. OPCA will not post or distribute information which it knows to be, or has reason to believe, is false. Such postings shall be subject to immediate removal by the District.
- 5.5 On Friday of the week preceding a regularly scheduled Board meeting the District will provide the chapter president with a copy of the public agenda and non-confidential back-up materials attached thereto.
- 5.6 The District will provide OPCA with an updated seniority list based upon date of hire by October 31 of each school year
- 5.7 Bargaining unit member Information
  - 5.7.1 "Newly hired bargaining unit member" or "new hire" means any bargaining unit member, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new bargaining unit member orientation
  - 5.7.2 The District shall provide OPCA with contact information on the new hires. The information will be provided to OPCA electronically by the last working day of the month hired. This contract information shall include the following items, with each filed in its own column:
    - 1. First Name
    - 2. Last Name
    - 3. Home Street address (incl. apartment#)
    - 4. City
    - 5. State
    - 6. Zip Code (5 or 9 digits)
    - 7. Work location
    - 8. Personal eMail address of the bargaining unit member on file with the District
    - 9. Work telephone number

- 10. Home telephone number
- 11. Personal cellular telephone number

This information shall be provided to OPCA regardless of whether the newly hired bargaining unit member was previously employed by the District.

5.7.3 Periodic Update of Contact Information: The District shall provide OPCA with a list of all OPCA bargaining unit members' names and contact information, as specified in 5.7.2 above, on the last working day of September, January, and May. The information will be provided to OPCA electronically.

#### ARTICLE 6 - MAINTENANCE OF STANDARDS

6.1 Except where otherwise specifically provided herein, the District agrees that matters within the mandatory scope of representation which are not covered by the specific provisions of this Agreement, shall not be changed unless the District first notifies the Association and provides it with an opportunity upon request to meet and negotiate.

#### ARTICLE 7 - DISTRICT RIGHTS

- 7.1 In order to insure that the District is able flexibly and efficiently to carry out its functions and responsibilities as imposed by law, it is understood and agreed that the District retains all of its power and authority to direct, manage and control the performance of District services and the work force performing such services. The District retains therefore, the exclusive rights, duties and powers which include, but are not limited to, the following: determine its organization, direct the work of its bargaining unit members, determine the kinds and levels of services to be provided, and the methods and means of providing them; determine staffing numbers and patterns; determine the number and kinds of personnel required, determine the standards and procedures for selecting bargaining unit members, lawfully to contract out work, maintain the efficiency and flexibility of District operations, relieve its bargaining unit members from duties because of lack of work, lack of funds or other lawful reasons; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the content of job classifications, determine the methods of raising revenue; to assign work to bargaining unit members in accordance with requirements as determined by the District, to establish and change work schedules, hours and assignments, and establish the days and hours when bargaining unit members shall work; establish bargaining unit member performance standards, including, but not limited to, quality and quantity standards; establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of District services; take any action in the event of emergency including, but not limited to, suspending any and all provisions of this agreement for the duration of emergency; (for purposes of this clause an emergency is defined as an act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure or energy crisis) to hire, classify, assign, transfer, evaluate, promote, terminate and discipline bargaining unit members.
- 7.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms and provisions of this agreement and then only to the extent such specific and express terms and conditions comply with applicable law. The discretion to apply the above rights and determination of whether or not an emergency exists are solely within the judgment and discretion of the Governing Board and/or its designee. The District's exercise of rights under this article is specifically excluded from the operation of the contractual grievance procedure and the District is absolutely privileged to refuse to process any grievance that alleges a violation of this District's rights article.

#### ARTICLE 8 - NON-DISCRIMINATION

8.1 Neither the District nor the Association shall unlawfully discriminate against any bargaining unit member on the basis of race, color, religion, sex, national origin, age (subject to limitations of applicable state and federal law), physical handicap (a person who is physically or mentally unable to perform regularly assigned job duties or who presents a danger to the bargaining unit member or other bargaining unit members' health or safety is not protected by this clause), nor on the basis of membership or lack of membership in an bargaining unit member organization, nor participation in lawful bargaining unit member organization activities or refraining from participating in bargaining unit member organization activities.

#### ARTICLE 9 - GRIEVANCE/ARBITRATION

#### 9.1 Definitions

- 9.1.1 A "Grievance" is an allegation by the Association or one or more unit members that there has been a misinterpretation, violation or misapplication of a specific provision of this Agreement. Other matters for which a specific method of review is provided by law, by the Rules and Regulations of the Board of Trustees or by the Administrative Regulations and Procedures of this District are not within the scope of this procedure.
- 9.1.2 Discipline and discharge are specifically excluded from this procedure except as follows: Discipline/discharge of a permanent bargaining unit member may be processed through the grievance portions of this procedure but may not proceed to binding arbitration. The Board of Education shall hear and make the final decision regarding such matters. The Board may designate a hearing officer to make advisory recommendations to the Board.
- 9.1.3 A "Day" is a day upon which unit members are regularly scheduled to work.
- 9.1.4 The "Immediate Supervisor" is the lowest level supervisor or management bargaining unit member having immediate jurisdiction over the grievant.

#### 9.2 General

- 9.2.1 Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 9.2.2 The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual agreement. In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance. In the event the District fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

#### 9.3 Grievance Steps

9.3.1 <u>Informal Step</u>: Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor. Such conference, as well as actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in Step I below.

#### 9.4 Step I

- 9.4.1 No later than ten (10) days following the act or omission giving rise to the grievance, or, no later than ten (10) days following the date upon which the bargaining unit member reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the immediate supervisor.
- 9.4.2 The written grievance shall contain a clear, concise statement of the grievance, the specific provision(s) of the Agreement allegedly involved, and the specific remedy sought.

- 9.4.3 The immediate supervisor shall communicate a written decision to the bargaining unit member within seven (7) days after receiving the grievance.
- 9.4.4 Within the above time limits, either party may request a personal conference with the other party.

## 9.5 Step II

- 9.5.1 In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal the decision on the appropriate form to the Superintendent or his/hers designee within ten (10) days. Failure to meet this time limit by the grievant shall constitute an automatic waiver and withdrawal of the grievance.
- 9.5.2 The Superintendent or his/hers designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the above time limits, the grievant may automatically proceed to the next step.

#### 9.6 Step III

- 9.6.1 If the grievant is not satisfied with the decision at Step II, grievant may, within ten (10) days, submit to the Superintendent or his/hers designee a written request for mediation of the grievance. In this event, the Superintendent shall, within three (3) days following receipt of such request, submit to the California State Conciliation Service a written request for the immediate services of a mediator.
- 9.6.2 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process. At the outset of this process, the mediator shall schedule and hold an informal conference at which time the parties to the grievance shall submit to the mediator a clear, concise written statement of the reasons for the bargaining unit member's appeal to the mediation process.
- 9.6.3 If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.
- 9.6.4 The District and the Association have agreed that this level may be waived by mutual agreement of the District and the grievant. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to Step IV.

#### 9.7 Step IV

9.7.1 If the grievant is not satisfied with the disposition of the grievance at Step III, the grievant may within ten (10) days request in writing that the Association submit the grievance to binding arbitration. A copy of such request shall be simultaneously served upon the Superintendent. Within fifteen (15) days after receipt of such request from the grievant, the Association by written notice to the Superintendent may elect to submit the grievance to binding arbitration.

- 9.7.2 In the event the parties are unable mutually to agree upon an arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one (1) remains, and said last named shall be selected as the arbitrator. The Association shall strike first and thereafter in subsequent arbitrations, the parties will alternate striking first so that the District strikes first in the second arbitration, etc.
- 9.7.3 The arbitrator's decision shall be final and binding upon the parties hereto, and shall be in writing and shall set forth their findings of fact, their reasoning, conclusions, and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. In the event the issue of arbitrability is raised, it shall first be submitted to the arbitrator, prior to a consideration, if any, of the merits.
- 9.7.4 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel, and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them. Transcript costs, if any, shall be paid by the party or parties ordering such.
- 9.7.5 The processing of a grievance beyond Step III shall constitute a clear and express waiver of rights to utilize any other legal or administrative forum to the extent permitted by law.

#### 9.8 Miscellaneous

- 9.8.1 A unit member may be represented at all stages of the grievance procedure by them self or, at unit member's option, by a representative provided by the Association.
- 9.8.2 If a unit member is not represented by the Association, the District shall not agree to a resolution of the grievance without first providing the Association with a copy of the grievance, the proposed resolution, and an opportunity to respond.
- 9.8.3 The Association will exclusively receive time off from duties for the processing of grievances herein for unit members who are designated as Association representatives, subject to the following conditions:
  - 9.8.3.1 By no later than thirty (30) days following the signing of this Agreement, the Association shall designate in writing to the Superintendent the names of three (3) unit members who are to receive the time off; changes shall be given to the Superintendent in writing as they occur.
  - 9.8.3.2 Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary.
  - 9.8.3.3 That time off shall be limited solely to one (1) designee representing a grievant, and the grievant, in a conference with a management person; and

- 9.8.3.4 Under no circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.
- 9.8.4 If a grievance arises from action or inaction above the level of the grievant's immediate supervisor, the grievant, subject to the applicable time limits, may submit the grievance in writing at Step II. Nothing herein shall prevent or preclude the grievant from attempting to resolve the grievance through an informal conference with unit member's immediate supervisor subject to applicable time limits.

# ARTICLE 10 - NO STRIKE/NO LOCKOUT

- 10.1 In consideration of the promises, obligations and benefits conferred by this agreement on the Association, its members, agents, bargaining unit members and other unit members it is agreed and understood that there will be no strike, work stoppage, slowdown, picketing in connection therewith, or other interference with the operations of the District by the Association, its officers, agents, bargaining unit members or members during the term of this Agreement including any agreed upon extension thereof. Nor will the Association comply with the request of other labor organizations to engage in any such activity during the term of this Agreement or any agreed upon extension thereof.
- 10.2 The purpose of this clause is to provide for peaceful, harmonious and uninterrupted services regardless of whether or not disputes arise under this Agreement, outside the scope of this Agreement or in connection with contractual reopeners, if any. The mutual commitments of this clause apply to any and all such disputes.
- 10.3 The Association recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort toward inducing all bargaining unit members to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by bargaining unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those bargaining unit members to cease such action.
- 10.4 It is understood and agreed that in the event the Association, its officers, agents, bargaining unit members and/or members violate this article the Governing Board shall be entitled to pursue any and all lawful remedies through available legal and/or administrative forums.
- During the term of this Agreement, or any agreed upon extension thereof, the District agrees not to lock out bargaining unit members.

# ARTICLE 11 - SALARIES, PAY AND ALLOWANCES

#### 11.1 Salaries

#### 11.1.1 2022-2023 Salaries

Retroactive to July 1, 2022 the current Classified Salary Schedules shall be increased by five percent (5%). Effective January 1, 2023, the current Classified Salary Schedules shall be increased by an additional three percent (3%), to reflect a total salary increase of eight percent (8%).

Classified unit members employed on the date this agreement is approved by OPCA and the Board, will receive a retroactive payment, to July 1, 2022, and January 1, 2023. Mid-year retirees, who retire to PERS from the District prior to the approval of the Tentative Agreement by the parties, shall be eligible for a prorated amount based on the actual days worked in the 2022-2023 school year.

The 2021-2022 Salaries: Effective July 1, 2021, the current Classified Salary Schedule shall be increased three and one-half percent (3.5%).

#### 11.1.2 Summer School Salaries

The salary schedule that will be used for summer school rates for classified summer school assignments will be the one that is in effect at the time that summer school begins.

#### 11.1.3 Cola Definition

For purposes of this Agreement, "Cola" is herein defined as and limited to, the state-enacted implemented and funded percentage cost of living adjustment to the Oak Park Unified School District's 2005-06 and 2006-07 Base Revenue Limit per ADA. Except to the extent such funds are statutorily rolled into the Base Revenue Limit, the following monies are specifically excluded from such formula: Non-general fund monies, reimbursements (mandated costs, etc..) categorical funds, Class size Reduction funds, lottery, tax receipts, Urban Impact Aid, special purpose monies (e.g., drivers' education, transportation, special education) summer school, desegregation funds, and any other monies not attributable to the state COLA formula. Effective upon receipt, deficit reduction funds, if any, which are rolled into the Base Revenue Limit on a continuing basis shall be counted within the above definition of COLA.

## 11.1.4 Longevity Pay

Effective July 1, 1993, consecutive years of service before or since July 1, 1990 shall be counted based upon the concept that full-time employment is defined as an eight (8) hour per day assignment regardless of whether the bargaining unit member is regularly scheduled for 9, 10, 11 or 12 months. Thus, both part-time (less than 8 hours) and full-time bargaining unit members (8 hours) shall earn a year of credited service upon completion of their respective 9, 10, 11 or 12-month assignments.

In addition to eligibility, if any, for longevity pay on or since July 1, 1993 this concept shall also be applied to the rate at which vacation is earned on or after July 1, 1993.

Effective February 1, 1999, the longevity steps will be increased to three percent (3%).

After ten years of consecutive service a bargaining unit member shall be granted an additional stipend of 3% of the step of the bargaining unit member's salary range. Additional stipends of 3% shall be granted after 15, 20 and 25 years and every five years thereafter.

#### 11.2 Pay and Allowances

#### 11.2.1 Working Out of Classification

When a bargaining unit member is requested to temporarily work in a higher, related classification and the assignment extends to five (5) working days within a fifteen (15) calendar day period, the bargaining unit member's salary will be adjusted to Step A of the appropriate range, or to the step which provides an increase of at least five percent (5%) dating back to the first day of such service.

#### 11.2.2 Mileage Allowance

- 11.2.2.1 Persons required to travel as part of their regular assignment shall be reimbursed for mileage upon prior authorization by the Superintendent or their designee at the rate equal to the reimbursement rate established by the Internal Revenue Service for business mileage. (Reference Board Policy 4133.1.)
- 11.2.2.2 Reimbursement for mileage claims shall be approved only for those authorized trips necessary to the performance of official District duties. Mileage claims shall be presented to the bargaining unit member's supervisor monthly. All trips should be described by date, destination, purpose, and mileage.

## ARTICLE 12 - HEALTH AND WELFARE BENEFITS

## 12.1 <u>Full-Time and Part-Time Eligibility</u>

- 12.1.1 Full-time bargaining unit members must enroll in a medical plan and the District's dental and vision plans. Full-time bargaining unit members, for purposes of this clause, are those bargaining unit members regularly scheduled to work eight (8) hours per day. The difference in cost, if any, between the plan chosen and the dollar benefit entitlement shall be deducted from the bargaining unit member's paycheck. The contributions shall be pro-rated for less than full-time bargaining unit members (less than 8 hours; less than 8 hours and less than 12 months) utilizing the current pro-rata formula. Bargaining unit members regularly scheduled to work less than twenty (20) hours per week are not eligible for the benefits and/or contributions provided by this clause.
- 12.1.2 Bargaining unit members working less than eight (8) hours a day shall receive a percentage of the daily rate as outlined. The part-time bargaining unit member may choose from any of the benefit plans offered by the District. The difference in cost between the plan chosen and the dollar benefit entitlement shall be deducted from the bargaining unit member's paycheck. Bargaining unit members working less than four (4) hours per day do not qualify for the health and welfare benefit allowance and are not entitled to participate in the District's health insurance plans.

Average Hours Worked	Percentage of
Per Day	Benefit Allowance Earned
4 hours	50%
4 hours, 15 minutes	53%
4 hours, 30 minutes	56%
4 hours, 45 minutes	59%
5 hours	62%
5 hours, 15 minutes	66%
5 hours, 30 minutes	69%
5 hours, 45 minutes	72%
6 hours	75%
6 hours, 15 minutes	78%
6 hours, 30 minutes	81%
6 hours, 45 minutes	84%
7 hours	87%
7 hours, 15 minutes	91%
7 hours, 30 minutes	94%
7 hours, 45 minutes	97%
8 hours	100%

Open enrollment periods for health insurance coverage normally occur during the month of September. It is the responsibility of the bargaining unit member to request the appropriate forms from the Personnel Office for any status change affecting their health insurance coverage.

- 12.1.3 The above approach eliminates the concept of additional amounts left over from health benefit allowance; accordingly, the District shall not contribute the residual amounts, if any, to tax sheltered annuities.
- 12.2 The District and the Association share a common interest in providing HMO medical, dental and vision coverage for bargaining unit members and their dependents with no payroll deduction incurred by the bargaining unit member. The District and the Association will attempt to meet this interest in light of available District funding and educational programs.

# 12.3 <u>Health and Welfare Benefits</u>

2022-2023: The current cap structure and existing cap amounts for health benefits will remain the same.

For the 2021-2022 school year, the District will make an annual monetary contribution per eligible full time unit member toward the payment of premiums for the District provided group medical, dental, and vision insurance. The amount of this contribution will be based on a three (3)-tiered structure, and the amount of the contribution for each eligible unit member shall be determined by the medical plan selected by the eligible unit member as follows:

- **12.3.1** Bargaining unit member Only Medical Coverage: For an eligible unit member who selects bargaining unit member-only medical coverage, the District will contribute up to nine thousand one hundred twenty-seven dollars (\$9,127) annually toward the payment of premiums for District provided group medical, dental and vision insurance.
- **12.3.2** Bargaining unit member + 1 Medical Coverage: For an eligible unit member who selects bargaining unit member + 1 (two [2] party) medical coverage, the District will contribute up to fifteen thousand twenty dollars (\$15,020) annually toward the payment of premiums for District provided group medical, dental and vision insurance.
- **12.3.3** Bargaining unit member + 2 Medical Coverage: For an eligible unit member who selects bargaining unit member + 2 (full family) medical coverage, the District will contribute nineteen thousand one hundred and twenty-seven dollars (\$19,127) annually toward the payment of premiums.

## 12.4 District Contributions

- **12.4.1** Notwithstanding the above language, the District's contributions to premiums under this Article shall be equal to the amounts contributed to teachers, confidential and management bargaining unit members for District medical, dental and vision plans.
- 12.5 Retirement: Retiring unit members who are at least 55 years of age and have served in the Oak Park Unified School District for a minimum of fifteen (15) years or unit members whose combined years of service in Oak Park and age are equal to or exceed 75, will be eligible to pay for the single, dual or family premium of the District provided group medical, dental and vision insurance in the amount that is equal to the District's cost of that premium. This benefit shall continue until the retiree reaches age sixty-five (65).

Health Insurance Committee: The District will continue to convene on an annual basis the health benefits committee consisting of two (2) District representatives, two (2) representatives appointed by OPCA, and two (2) representatives appointed by OPTA. The committee shall review current and alternate plans, benefits, carriers and premiums and prepare advisory recommendations for review by the District and Association. These recommendations are subject to negotiations before implementation. Members of the committee appointed by OPCA, and the District shall have the authority to make recommendations which shall be given substantial weight by the Association and District Negotiating Teams. In the event that negotiations process does not result in a timely decision regarding health benefits, the current year carrier and plan will continue with the understanding that this may require additional deductions form affected bargaining unit members' salary to cover any increase in rates for the next school year.

#### ARTICLE 13 – LEAVES OF ABSENCE

- 13.1 <u>General Conditions</u>: Bargaining unit member absences from work must be for one of the Board authorized purposes, such as illness or personal necessity.
- 13.2 <u>Bargaining unit member Status during Leave</u>: The School District is not liable for the payment of any compensation or damage provided by law for the death or injury of any classified bargaining unit member when death or injury occurs while the bargaining unit member is on leave of absence.
- 13.3 <u>Bargaining unit members Status after Leave</u>: At the expiration of the leave of absence, unless the District and bargaining unit member otherwise agree, the bargaining unit member shall be reinstated to their position or one comparable to that one held by the bargaining unit member at the time of the granting of the leave of absence.
- 13.4 <u>Responsibility for Notification of Absence</u>: In case it is necessary for a bargaining unit member to be absent, it is the unit member's responsibility to notify their immediate supervisor as soon as the need for absence is known.
- 13.5 <u>Responsibility for Verification of Absence</u>: Classified bargaining unit members must verify any absence through their supervisor and all absences must be reported on their monthly attendance sheet, which is submitted at the end of the payroll period.
- 13.6 <u>Sick Leave Illness, Injury, or Quarantine</u>
  - 13.6.1 <u>Cumulative Benefits with Full Pay</u>: Full-time classified bargaining unit members shall be entitled to one day per month leave of absence, without loss of pay, for illness, injury, or quarantine.

The amount of such sick leave not taken shall be accumulated from year to year without limit. Parttime classified bargaining unit members shall receive one-day sick leave entitlement for every month actually worked. Bargaining unit members working less than eight hours per day shall receive prorated leave.

Credit for earned sick leave need not be accrued by the bargaining unit member prior to taking such leave; such leave may be taken at any time during the year. However, a new bargaining unit member of the District shall not be eligible to receive more than six days' earned sick leave credit until the first day of the calendar month after the completion of five months of active service with the District.

- 13.6.2 <u>Sick Leave with Part Pay</u>: When a person employed in the classified service is absent from their duties on account of illness or injury for a period of five months or less, whether or not the absence arises out of, or in the course of, employment by the District, the amount deducted from the salary due for any month shall be one-half the bargaining unit member's regular rate. The five-month period shall begin after all other paid leave is exhausted. No paid leave will be granted beyond this five-month period.
- 13.6.3 <u>Verification of Illness</u>: Normally a statement from the bargaining unit member shall be accepted as proof of illness, injury, or quarantine. The District may require a statement from the attending physician for absence due to illness, injury, or quarantine.

13.6.4 <u>Transfer of Accumulated Sick Leave</u>: A classified bargaining unit member of another California school district who has been a bargaining unit member of that school district for one calendar year or more and whose employment is terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with this District within one year of such termination of their former employment, shall have transferred with them to this District the total amount of accumulated leave of absence for illness or injury to which such bargaining unit member is, or was, entitled at the time of separation. It is up to the bargaining unit member timely to notify this District in writing of the name and address of the district by which they were last employed and request credit for the accumulated leave. This District shall thereupon request such information from the former district of employment. Upon verification by the former school district, the bargaining unit member shall be credited with such accumulated and unused leave of absence.

#### 13.7 Bereavement Leave

- 13.7.1 During their scheduled work year, classified bargaining unit members are entitled to bereavement leave in the event of death in the immediate family. Leave shall be for five (5) days. Such days need not be taken in consecutive order. Except in extraordinary circumstances, approved by the Assistant Superintendent of Human Resources in their sole discretion, bereavement leave granted by this section must be completed with twelve (12) calendar months of the date of death.
- 13.7.2 A member of the immediate family means mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member or of the spouse of the bargaining unit member, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the bargaining unit member, or any relative living in the immediate household of the bargaining unit member.

#### 13.8 Industrial Accident or Illness Leave

- 13.8.1 In the event of <u>any</u> job-related accident or illness, regardless of how minor, the bargaining unit member is required to report it to their immediate supervisor and to fill out the State of California Employer's Report of Occupational Injury or Illness within twenty-four hours.
- 13.8.2 The following requirements shall apply to industrial accident and illness leaves:
  - 13.8.2.1 Such leaves shall be for not more than sixty days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District for the same accident.
  - 13.8.2.2 Industrial accident or illness leave will commence on the first day of absence. Any bargaining unit member who has completed five months of service with the District shall be eligible for industrial accident or illness leave.
  - 13.8.2.3 Such leaves shall not be accumulated from year to year.
  - 13.8.2.4 Industrial accident or illness must have arisen out of, and in the course of, employment in the Oak Park Unified School District, and is so determined by the District's industrial accident insurance carrier or by the Industrial Accident commission.
  - 13.8.2.5 Any illness or injury reported to the District's industrial accident insurance carrier is presumed to be job-connected. Tentatively, the District will allow the leave with pay as prescribed by law. Should the illness or injury finally be judged to have been not job-

connected, the bargaining unit member may owe the District, in which case payroll adjustment will be arranged.

- 13.8.2.6 If any industrial accident or illness occurs at a time when the full sixty days will overlap into the next fiscal year, the bargaining unit member shall be entitled in the subsequent year to that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 13.8.2.7 Industrial accident or illness leave of absence is to be used in lieu of the bargaining unit member's annual leave entitlement.
- 13.8.2.8 When entitlement to industrial accident or illness leave has been exhausted (60 days), accumulated sick leave can then be used; and thereafter, if necessary, entitlement can be used for compensatory time off accrued, earned but unused vacation leave, or any other form of applicable authorized paid leave, if it has been accrued.
- 13.8.2.9 However, while the injured bargaining unit member is drawing from entitlement under any of the paid leave provisions listed in this Agreement, they shall be entitled to only so much of their accumulated paid leave as when added to their worker's compensation disability payments will provide a full day's wage or salary that they would receive while on duty.
- 13.8.2.10 Periods of absence, paid or unpaid, shall not be considered to be a break in service of the bargaining unit member.
- 13.8.2.11 During all paid leaves of absence, whether industrial accident leave as provided in this policy, sick leave, vacation, compensatory time off, or other available leave provided by law or the Board of Education, the bargaining unit member shall endorse to the District their wage loss benefit checks received under the worker's compensation law. The District, in turn, shall issue the bargaining unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized deductions. Reduction of entitlement to leave shall be made only in accordance with this policy.
- 13.8.2.12 When all available leaves of absence, paid or unpaid, have been exhausted, and if the bargaining unit member is not medically able (upon submission of a doctor's statement) to assume the duties of their position, they shall, if not placed in another like position, be placed on a reemployment list for a period of thirty-nine months. When available, during the thirty-nine-month period, the bargaining unit member shall be employed in a vacant position in the class of their previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case the bargaining unit member shall be listed in accordance with appropriate seniority regulations.
- 13.8.2.13 Any bargaining unit member receiving benefits as a result of this policy shall, during period of injury or illness, remain within the state of California, unless the Board of Education authorizes travel outside the state.
- 13.8.2.14 Any bargaining unit member who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment as determined by the Board, shall be dismissed.

- 13.9 <u>Judicial Legal Duties</u>: Bargaining unit members may be absent from duty to serve as jurors or court witnesses pursuant to subpoena without loss of pay. Fees, other than travel expenses, paid to the bargaining unit member for such purposes shall be endorsed to the District.
- 13.10 <u>Personal Necessity</u>: Unit members may elect to use up to eight (8) days annually of their sick leave for matters of personal necessity as defined below:
  - a. Death or serious illness of a member of the unit member's immediate family;
  - b. An accident involving the unit member's person or property, or the personal property of the unit member's immediate family, provided it is of such severity or seriousness as to require the unit member's immediate attention;
  - c. Imminent danger or threat of danger to the home of the bargaining unit member, occasioned by a factor such as flood, fire or earthquake serious in nature, which under the circumstances the bargaining unit member cannot reasonably be expected to disregard;
  - d. Delay in returning to or arriving at work because of unavoidable circumstances (flood, storm, vehicle breakdown, public transportation delay, etc.);
  - e. Other important matters of personal necessity, including religious observances, which require the unit member's presence or attention and cannot be handled outside normal working hours.

The following limits, terms and conditions apply to granting personal necessity leave;

- a. The total number of days in one (1) school year for such leave shall not exceed eight (8) days;
- b. The days allowed shall be deducted from, and may not exceed, the number of accumulated sick leave days to which the bargaining unit member is then entitled;
- c. Personal necessity leave shall not be granted during a scheduled vacation or leave of absence, nor to extend a vacation or school holiday for recreational purposes, nor as a means of withholding services;
- d. Except for leave under section 1c. and 1d. above, application for such leave must be submitted as far in advance as possible to the site administrator so that substitute service, if required, may obtained. Payment for such absences shall be made only upon verification by the unit member and approval by the Superintendent or designee that the absence was because of personal necessity within the meaning of the Contract Article.

## 13.11 Parental Leave (Education Code section 45196.1)

- **13.11.1** A unit member may use their sick leave for the purpose of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of a child by the unit member ("parental leave") for a period of 12-work weeks in a 12-month period. However, if the school year terminates before the twelve (12) workweeks period of Parental Leave is exhausted, the unit member may take the balance in the subsequent school year.
- **13.11.2** When a unit member has exhausted all available sick leave and continues to be absent from their duties on account of parental leave (baby bonding) pursuant to the California Family Right Act ("CFRA"), Government Code 12945.2, the unit member shall receive fifty percent (50%) of the bargaining unit member's regular salary for the remaining portion of 12-work weeks of parental leave.
- **13.11.3** A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take Parental Leave pursuant to this section.

- **13.11.4** A unit member will receive one (1) 12-work week period for Parental Leave during a 12-month period.
- 13.11.5 Parental leave under this section shall run concurrently with CFRA leave (baby bonding).
- 13.11.6 This leave applies to full-time and part-time Unit Members.
- 13.11.7 The District shall be provided with at least thirty (30) days prior notice of intent to take Parental Leave, except in the case of an emergency.

## 13.12 <u>Pregnancy-Disability Leave</u>

If a physician certifies that a bargaining unit member's pregnancy disables the unit member, they shall be able to take such leave of absence for the period of disability. Furthermore, if they have unused accumulated sick leave or sick leave with part pay the unit member may apply such sick leave to the period of absence. The District retains the right to verify the extent of disability.

In the event there are physical conditions or complications growing out of the pregnancy which preclude the bargaining unit member from returning to work following the six or eight-week Pregnancy Disability Leave, the bargaining unit member shall be entitled to additional leave subject to a physician's verification. These conditions or complications shall be verified by the bargaining unit member's health practitioner at the end of each three (3) weeks of leave. If they have unused accumulated sick leave or sick leave with part pay they may apply such sick leave to this period of absence.

Additional personal leave, without pay, of up to one (1) year, shall be granted upon request.

#### **13.13** Family and Medical Leave Act. (FMLA)

In addition to all the types of leave provided in this agreement, bargaining unit members who qualify for FMLA may be granted up to twelve (12) weeks of unpaid leave during any twelve (12) month period for the birth or the placement of a bargaining unit member's child with the parent through adoption or foster care; for the serious illness of the bargaining unit member's spouse, child, or parent; or for the bargaining unit member's own disabling serious illness. With certain restrictions, as defined in the FMLA (PL 103-3), the District shall provide the same level of health benefits during the leave period as during active employment. Where permitted by law, such leaves shall run consecutively with other authorized leaves with the exception of sick leave with part pay in which case FMLA shall run concurrently.

## 13.14 <u>Leaves of Absence without Pay</u>

13.14.1 <u>Personal Leave of Absence</u>: Permanent classified bargaining unit members may apply for leave of absence without pay. Leave of absence must be approved by the superintendent and the Board of Education. A bargaining unit member returning from a leave of absence is not guaranteed return to their original position. The bargaining unit member may be reassigned to a comparable position if a vacancy exists. If there is no such vacancy, the bargaining unit member will be given preferential status for such vacancies. The bargaining unit member is entitled to all previously accumulated sick leave and vacation, but the bargaining unit member will not be granted accumulation of sick leave or vacation for the period of the bargaining unit member absence, except as provided by law. District fringe benefits are forfeited during any unpaid leave of absence unless fully paid by the bargaining unit member for the total period of such leave.

13.14.2 <u>Military Leave</u>: A bargaining unit member who is a member of the reserve corps of the armed forces of the United States of America, the National Guard, or the Naval Militia, is entitled to temporary military leave of absence in accordance with provisions of the Military and Veterans Code and of the California State Education Code.

All bargaining unit members who are reserve members of the armed forces are requested to make every effort to arrange for active duty for training during their vacation periods. However, if there are circumstances wherein reserve status would thereby be jeopardized, or if there are other extenuating circumstances, the bargaining unit member should file a written request to the superintendent's office giving full particulars therein before requesting orders for active duty training. A copy of this written request should be given to the immediate supervisor. A copy of the military orders must accompany the request for leave.

- 13.14.3 <u>Religious Observances</u>: Bargaining unit members, on an individual basis, may be excused for religious observances when as a matter of conscience they must participate. This will be considered personal necessity leave. If the bargaining unit member has used all their sick leave, the bargaining unit member may be absent for religious observances without pay.
- 13.15 <u>Vacations</u>: Bargaining unit members shall receive annual vacation leave. For purposes of this clause, full-time employment is defined as an eight (8) hour per day assignment regardless of whether the bargaining unit member is regularly scheduled for 9, 10, 11 or 12 months. Part-time employment is defined as those bargaining unit members regularly scheduled to work less than eight (8) hours per day.
  - 13.15.1 <u>Computation of Vacation Time</u>: Full-Time Classified bargaining unit members shall receive annual vacation on the following basis:

First 5 years of employment	12 days each year
6 <sup>th</sup> through 9 <sup>th</sup> years	15 days each year
10th through 14th years	17 days each year
15 <sup>th</sup> year +	20 days each year

Regularly employed part-time bargaining unit members shall be entitled to prorated vacation with pay. Such vacation shall accrue at the rate of one day for each twenty days of scheduled work.

Regularly employed full-time and part-time bargaining unit members shall accrue vacation benefits monthly from their date of employment.

Once a bargaining unit member completes their probationary period, vacation time may be taken with approval prior to being earned. (See 13.15.2 below):

The Superintendent may grant up to an additional five days off without pay in conjunction with an annual vacation.

13.15.2 <u>Utilization of Vacation Time</u>: Vacation time shall not be taken until accrued without the approval of the Superintendent or designee. If a bargaining unit member is terminated and had been granted vacation time off which had not been earned as of termination date, the District shall deduct from the bargaining unit member's last paycheck the full amount of salary paid for such used but unearned vacation days.

13.15.3 <u>Time of Vacation</u>: The specific time to be taken by a bargaining unit member for vacation purposes must be requested in advance and must be authorized and approved by the immediate supervisor and the Superintendent or designee and shall be determined by the following criteria and in the following order:

The workload within the unit members area of responsibility The number of bargaining unit members absent from work The personal needs of the individual

In the event that two or more bargaining unit members request vacations for an identical period of time and all the factors being equal, the bargaining unit member with the longest period of employment with the District shall receive priority consideration.

- 13.15.4 <u>Vacation Status upon Termination of Service</u>: Upon separation from the district, accrued vacation will be paid in a lump sum. Should termination fall into the following fiscal year, the rate of pay will be based on the new salary schedule. Bargaining unit members who have not completed six months of regular employment are not entitled to such compensation.
- 13.15.5 <u>Vacation Carry Over:</u> Beginning the 2020-2021 school year and each year thereafter, unit members shall only be permitted to carry over earned but unused vacation to a subsequent school year in accordance with Education Code section 45197(d), unless otherwise authorized by statute or agreement.
- 13.15.6 <u>Part-Time Bargaining Unit Members</u>: Part-time bargaining unit members' earned and unused vacation will be cashed out at the end of the school year.

## ARTICLE 14 - VACANCY, TRANSFER AND SENIORITY

- 14.1 Vacancy is defined as a new or existing bargaining unit position, which the District determines to fill.
- 14.2 Transfer is defined as a relocation of a bargaining unit member from one position to the like position at a different work site and at the same salary rate. Transfers may be requested by one or more bargaining unit members or initiated by the District.
- 14.3 For purposes of this article, "District seniority" refers to date of hire as a probationary bargaining unit member. A break in service shall occur when a bargaining unit member is terminated, resigns or is laid off for more than thirty-nine (39) consecutive months. A bargaining unit member will not normally be eligible for transfer while on probationary status.
- 14.4 The District may fill a position by District-initiated transfer(s) before posting for voluntary transfer requests. The District shall initiate transfers when said transfers are in the best interests of the District. Upon request District management will confer with the bargaining unit member to be transferred and explain the reasons for said transfer.
- In the event of a vacancy, the job announcements shall include postings at each site in places where bargaining unit members work. The job shall remain posted for no less than seven (7) consecutive working days. The vacancy announcement shall include job title, salary, example of duties, skills and abilities for job, preferred work experience and final filing date.
- 14.6 The District shall select the person who is best qualified for the position based on skills, abilities, past work experience and interview results. If the District determines that two or more applicants are equally qualified, the applicant who is a bargaining unit member with the greatest District seniority shall be selected. Upon request, the District shall provide a written explanation of its decision to a bargaining unit member applicant who is not selected over an outside applicant.
- 14.7 Unit members on vacation who wish to be notified of vacancies shall notify the District, in writing, indicating the appropriate address to which a job vacancy announcement should be sent. The District shall send a copy of the posting to bargaining unit members who have made the appropriate written request.

## ARTICLE 15 - REDUCTION IN FORCE

## 15.1 General Provisions

- 15.1.1 The District may lay off unit members for lack of funds or lack of work as prescribed in the Education Code.
- 15.1.2 The District must notice the affected bargaining unit members no less than 60 days prior to the effective date of layoff. In the event of an actual and existing financial inability to pay salaries of classified bargaining unit members, or a layoff from reasons not foreseeable or preventable by the governing board, the notice period may be shortened as provided in the Education Code. The notice must include information about their displacement rights and reemployment rights.

## 15.2 Order of Layoff/Reemployment

- 15.2.1 Whenever a bargaining unit member is laid off, the order of layoff shall be determined by District seniority within the affected class. The bargaining unit member, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.
- 15.2.1.1 For purposes of this article "District seniority" refers to date of hire as a probationary bargaining unit member within the affected class. District seniority includes time spent in paid and or approved unpaid district leaves illness, maternity, family care, industrial accident and military leave granted under E.C. Section 45297. It shall not include other unpaid leave or the time during a break in service from a resignation, retirement or termination of employment.
- 15.2.1.2 "Class" pursuant to EC 45101(a) is the District's designation of a particular title, regular minimum number of assigned hours per day, days per week and months per year, a specific statement of the duties required to be performed by the bargaining unit member in each position and the regular monthly salary ranges for each such position.
  - 15.2.2 Persons laid off because of lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional exams within the District during the period of thirty-nine (39) months.
  - 15.2.3 Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months.
  - 15.2.4 Bargaining unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the bargaining unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re-employment list they shall be ranked on that list in accordance with their proper seniority.

# 15.3 Retirement

- 15.3.1 When a bargaining unit member was subject to being, or was, in fact, laid off for lack of work or lack of funds and elects service retirement with PERS, the district shall place the bargaining unit member on an appropriate reinstatement list and notify PERS that the retirement resulted from a layoff for lack of work or of funds.
- 15.3.2 If person becomes subject to re-employment and accepts, in writing, the appropriate vacancy, the District shall maintain the vacancy until PERS has processed the bargaining unit member's request for reinstatement.

#### **ARTICLE 16 - HOLIDAYS**

During the term of this agreement the District will observe the following sixteen (16) paid holidays for eligible unit members:

New Year's Day

Martin Luther King Jr. Birthday

Lincoln Day

Washington Day

Friday before Easter

Memorial Day

Juneteenth Day / Floating holiday \*\*\*

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Three (3) local holidays as determined by calendar development process

- All days appointed by the Governor for a public fast, Thanksgiving, or holiday and all special or limited holidays on which the Governor provides that school shall close. All days appointed by the President as a public fast, Thanksgiving or holiday unless it is a special or limited holiday. Any other day designated by the Governing Board of the School District.
- During the bargaining unit member's scheduled work year, in the event a holiday occurs during a bargaining unit member's vacation period, the bargaining unit member shall be entitled to an additional vacation day. This shall not be interpreted to apply to bargaining unit members who receive pay in lieu of vacation.
- When the holiday falls on a Saturday, the preceding Friday shall be the paid holiday. When a holiday falls on a Sunday, the following Monday shall be the paid holiday.
- 16.5 Except as provided in this article, a unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 16.6 Unit members who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1, or Spring Vacation Day, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
- 16.7 The District will continue its practice of annually convening a joint calendar committee to make recommendations to the Board of Education for adoption of the school district calendar for future years. The Association will appoint two (2) members of the committee to support the process of calendar recommendations.

Classified unit members whose work year calendar does not include Juneteenth Day will receive one (1) additional holiday. This holiday, which will be a floating holiday, must be requested in advance and must be authorized and approved by the immediate supervisor \*\*\* Floating Holiday will start 2022/2023 School Year.

#### ARTICLE 17 - DISCIPLINE

- 17.1 Discipline of permanent bargaining unit members shall be for cause as defined by the Governing Board. The Board may list the specific examples of performance or behavior, which may result in disciplinary action in written Board Policy and/or the Classified Bargaining unit member Handbook.
  - If the law changes so as to permit binding arbitration of disciplinary matters in a non-merit system district and this agreement is amended accordingly then, in that event, the specific grounds for discipline will be listed herein.
- 17.2 "Discipline" shall be defined as termination, suspension without pay, involuntary demotion or other remedy other than oral warning, written report of incident, or written reprimand.
  - Layoffs, reduction in assigned time in lieu of layoff, voluntary demotions and bumping are not considered "Discipline".
- 17.3 <u>Pre-Discipline Policy</u>: The pre-discipline policy will normally apply in all cases of termination, demotion, or suspension without pay for more than five (5) days or loss of pay for more than five (5) days.
  - 17.3.1 Notice of Proposed Action The bargaining unit member will receive a written notice of the proposed disciplinary action.
  - 17.3.2 Reason(s) for Proposed Action The bargaining unit member will be given the reason(s) for the proposed disciplinary action.
  - 17.3.3 Materials Supporting Proposed Action The bargaining unit member will be given a copy of, or be provided access to, written materials, reports, and documents, if any, upon which the action is based.
  - 17.3.4 Right to Respond The bargaining unit member will be accorded the right to respond, either orally or in writing or both, either in person or through a representative, within a reasonable time period (5 days in most instances), and to a level of management who can effectively recommend that the proposed disciplinary action be taken or not taken.
  - 17.3.5 Notice of Determination The bargaining unit member will receive a written notice of discipline, giving the original allegation(s), the determination as to the charges, the level of disciplinary action to be received, and final admonition(s) as applicable, and appeal rights. The bargaining unit member will be notified if no disciplinary action is to be taken.

#### 17.4 Immediate Discipline

- 17.4.1 Bargaining unit members may be immediately relieved from duty when, through their own actions, they have created situations wherein they may not reasonably be expected to perform competently, or where their continued presence poses a threat to their own health or safety and/or the health and/or safety of others. Such conditions include, but are not limited to:
  - Reporting to work intoxicated or in a physical or mental condition that would impair performance.

- Assaultive behavior or insubordination where immediate suspension is necessary to restore and/or maintain order and discipline.
- 17.4.2 In such emergency conditions, the pre-disciplinary process should be initiated as soon as possible, but need not occur prior to the imposing of some disciplinary action, and, at the discretion of the District, such bargaining unit member may be allowed to return to work at any time pending the pre-disciplinary process.
- 17.5 <u>Bargaining unit member Right to Representation</u>: Any time a bargaining unit member is to be disciplined or to be interviewed concerning a matter which the bargaining unit member has reason to believe may lead to discipline, they have the right to representation. In these circumstances, the District will notice the unit member and Association President of their right to representation. It is the bargaining unit member's responsibility to request this representation, and any failure to request such will constitute a waiver of the right to representation at that stage.
- 17.6 This entire Article applies only to permanent bargaining unit members. The District reserves all rights guaranteed to it under the Education Code concerning the termination or discipline of probationary bargaining unit members.
- 17.7 The existence of forms of discipline short of termination in no way limits the District's authority to terminate a bargaining unit member for serious offenses, which cannot be condoned; or for repeated conduct, behavior or performance.
- 17.8 The District and the Association recognize and accept the principles of progressive discipline subject to the following considerations:
  - 17.8.1 Progressive discipline will generally, but not exclusively, include the following progression: verbal warning, written warning, written reprimand, suspension without pay and termination;
  - 17.8.2 For discipline to be appropriate as a response, it will not always be required that progressive discipline begins with the least serious form of discipline;
  - 17.8.3 Progressive discipline does not apply to serious offenses, which cannot be condoned; nor need it be applied to repeated conduct or behavior.
  - 17.8.4 Upon request by the unit member, the District will furnish the disciplined unit member with a written explanation of the reason(s) the progressive discipline steps were not followed.

#### ARTICLE 18 - HOURS OF EMPLOYMENT AND OVERTIME

- 18.1 Workweek: For purposes of this agreement, a regular workweek for full-time bargaining unit members shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District. Nor shall this article restrict the District's right to change the workweek of an individual when necessary to carry on the business of the District. The District specifically reserves the right to change shift starting and ending times. Such changes shall be made only when appropriate to District operational needs or to conform to starting and ending times for students at respective school sites.
  - 18.1.1 In the event of an anticipated change in a bargaining unit member's normal workweek or shift as defined above, the bargaining unit member shall be given two (2) weeks' advance notice of such change except in cases of emergency or when such change is anticipated to be on a short-term basis.
  - 18.1.2 Any change of a bargaining unit member's workweek or shift times shall not be done for the purpose of avoiding payment of overtime.
- 18.2 <u>Workday</u>: The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement. Each bargaining unit member shall be assigned a fixed, regular, and ascertained minimum number of hours.
- 18.3 Overtime: Overtime shall be defined as assigned and authorized work performed during hours actually worked in excess of eight (8) in any one workday or forty (40) in any one workweek. Authorized and assigned overtime hours shall be compensated for at one and one-half (1-1/2) times the bargaining unit member's regular hourly rate.
  - 18.3.1 For purposes of this article only, time worked includes time during which a unit member is excused from work for holidays, sick leave, vacation, compensatory time off, or other paid leave of absence; overtime for a unit member absent from work for other reasons shall be governed exclusively by the forty (40) hour requirement.
  - 18.3.2 All hours actually assigned and worked on a holiday as designated by this agreement shall be compensated for at the applicable overtime rate either in wages or compensatory time in addition to holiday pay for which the bargaining unit member may be eligible.
  - 18.3.3 All hours actually assigned and worked on a sixth and/or seventh consecutive day following a five-day workweek shall be compensated for at the applicable overtime rate either in wages or compensatory time.
  - 18.3.4 Whenever a supervisor knowingly suffers or permits a unit member to work overtime, such work shall be compensated for at the applicable overtime rate.
  - 18.3.5 Unit members may request to take compensatory time off in lieu of cash compensation for overtime. Such request will be submitted to the immediate supervisor within five (5) working days after the time was worked. Compensatory time off, if granted by supervisor, shall be taken, when possible, within thirty (30) days from the date compensatory time was granted, but in no case shall it be taken after twelve months from the date it was earned. At the end of twelve months, the unit member shall be paid for compensatory time earned but not taken.

- 18.4 <u>Lunch Periods</u>: Unit members regularly scheduled to work more than four (4) hours daily shall be entitled to a daily lunch period of not less than one-half (1/2) hour and not more than one (1) hour during the day. District management shall make every effort to avoid assigning work during the lunch break. Timing of the lunch break shall be within the discretion of District management but with due regard for current working conditions and commonly accepted hours of lunch. A bargaining unit member required to work through lunch shall be entitled to either a rescheduled lunch period, early departure or late arrival, to be determined by mutual agreement of the bargaining unit member and bargaining unit member's supervisor, to make up for the lost lunch period. There shall not be a reduction of regular work hours due to rescheduling of lunch period.
- 18.5 Rest Periods: Bargaining unit members regularly scheduled to work six (6) to eight (8) hours per day shall be entitled to a fifteen (15) minute rest period during the first half of their work day and to a fifteen (15) minute rest period during the second half of their work day. Bargaining unit members regularly scheduled to work four (4) or more hours daily, but less than six (6) shall be entitled to one fifteen (15) minute rest period during their day. District management shall determine the appropriate time for allowing such rest break. District management may, under extenuating circumstances, require a bargaining unit member to work through their rest break. Any bargaining unit member required to work through their rest break shall be entitled to a rescheduled break as soon as practicable following the originally scheduled rest period.
- 18.6 <u>Callback Pay</u>: In the event a bargaining unit member is called back to work following completion of their regular shift, said bargaining unit member shall receive a minimum of two (2) hours' pay at the applicable rate of pay.
- 18.7 <u>Minimum Call-In-Time</u>: In the event a bargaining unit member is called in to work on a day when the bargaining unit member is not otherwise regularly scheduled to work, said bargaining unit member shall receive a minimum of two (2) hours' pay at the applicable rate of pay. In the event two hours' work is not available, the District reserves the right to assign said bargaining unit member to at least two hours' work.
- 18.8 <u>Callback/Call-In Mileage</u>: On a callback or call-in, the bargaining unit member shall be reimbursed for mileage at the applicable District rate.
- 18.9 Overtime and extra-time will be assigned on a rotating basis within the classifications qualified to do the available work. Rotation shall be limited to full-time bargaining unit members; the District may call in part-time bargaining unit members only when full-time bargaining unit members are not available.
- 18.10 <u>Leap Year:</u> During a leap year, 12-month bargaining unit members' work year shall end one business day prior to the last business day in June.

#### ARTICLE 19 - CLASSIFIED PERSONNEL PERFORMANCE EVALUATION

- 19.1 <u>Statement of Policy</u>: Regular evaluations shall be made of all classified bargaining unit members. The purposes of these evaluations are:
  - a. To provide the bargaining unit member with information regarding the status of their employment and the quality of their work.
  - b. To provide the District and the immediate supervisor with both a current report and permanent records on the performance of the bargaining unit member.
  - c. To provide a closer working relationship between bargaining unit members and supervisors. Bargaining unit members are encouraged to bring questions and suggestions to their supervisors and to discuss any problems in connection with the methods, purposes and end results of their work.
- 19.2 <u>Staff Responsibility for Evaluation</u>: The superintendent shall establish and maintain a plan for evaluating the performance of bargaining unit members in the classified service. The bargaining unit member's immediate supervisor shall be their primary evaluator.
- 19.3 <u>Evaluation Forms and Procedures</u>: The District evaluation form for classified bargaining unit members shall be a fillable form. A copy shall be maintained in the official personnel file of the bargaining unit member in the District office. To start the evaluation, the administrator will ask the following questions:
  - 1. What has been your most significant contribution to OPUSD/your site?
  - 2. What, if anything, are you struggling with at work?
  - 3. What do you need to help your performance?
  - a. All probationary bargaining unit members (either new hire or promotional) shall be evaluated not later than the last week of their third month of probationary service and again not later than the last week of the fifth month of probation. Probationary bargaining unit members may be separated (or demoted, if permanent in a lesser class) at any time such action is deemed necessary by the principal or department head.
  - **b.** All permanent bargaining unit members shall be evaluated annually for step increases until the maximum step has been achieved. Step increases are not automatic and may be withheld for not satisfactory work performance. Performance evaluations shall be submitted annually after the maximum step has been achieved. Performance evaluations shall occur within 30 days of a bargaining unit member's anniversary date.
  - c. When a permanent unit member has been employed for ten (10) consecutive years in the District, and has received three (3) satisfactory Summary Evaluations in the immediate preceding three (3) year period, the unit member may be eligible to be evaluated once every five (5) years with the agreement of the evaluator. The bargaining unit member or the evaluator may withdraw consent at any time and reinstate the annual cycle for evaluation. Unscheduled performance reports may be filed at any time for either permanent or probationary bargaining unit members.
  - **d.** All performance evaluation reports, including evaluations, in a bargaining unit member's personal department file are subject to review by principals or department heads whenever the bargaining

unit member is considered for transfer or promotion.

- 19.4 <u>Informal Evaluation Procedures</u>: The evaluator is primarily responsible for appraising and evaluating the work performance of each bargaining unit member under their supervision. In addition to the formal written performance evaluation, evaluators are expected to discuss job performance with bargaining unit members throughout the year, thoroughly outlining the bargaining unit member's strengths and weaknesses and giving constructive suggestions to encourage immediate and continuing improvement.
- 19.5 <u>Performance Evaluation Results</u>: Performance evaluation results may be utilized for promotion, transfer, demotion, or removal, and to improve performance levels of all bargaining unit members.
  - If the summary evaluation is not satisfactory the supervisor shall provide a plan of action, which includes identified areas of weakness, directions for improvement and assistance and any follow up timelines which will be provided to the unit member. Failure by the bargaining unit member to show satisfactory improvement may be deemed just cause for dismissal.
- 19.6 <u>Not Satisfactory Evaluation:</u> Except in cases involving serious misconduct or when the incident occurs in close proximity to the evaluation, prior to receiving a "Not Satisfactory" summary evaluation, a bargaining unit member shall receive verbal and/or written notice of the concern which caused the "Not Satisfactory" summary evaluation.
- 19.7 <u>Appeal of Evaluation</u>: A classified bargaining unit member who disagrees with their evaluation must do so in writing within ten (10) days from the date of review of such rating. The bargaining unit member shall have the right of appeal to the superintendent or designee who shall review the facts of that case and issue a final rating of the bargaining unit member's performance.

#### ARTICLE 20 - PERSONNEL FILES

- One personnel file for each Unit Member shall be maintained by the personnel officer of the District. Management working files and grievance files shall be separate from the official personnel file of the Unit Member.
- 20.2 Materials in the personnel file shall be made available for inspection by the Unit Member upon request.
- 20.3 Materials in personnel files of bargaining unit members, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved. Every person shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 20.4 Such material is not to include ratings, reports, or records that were obtained prior to the employment of the person involved, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination; except that the bargaining unit member may have access to their numerical scores obtained as a result of a written examination.
- 20.5 Information of a derogatory nature, except material mentioned in the immediately preceding paragraph of this article, shall not be entered or filed unless and until the bargaining unit member is given notice thereof and an opportunity to review and comment thereon. A bargaining unit member shall have the right to enter and have attached to any such derogatory statement their own comments thereon. Such review may take place during normal business hours, and the bargaining unit member shall be released from duty for this purpose for a reasonable period of time without salary reduction.
- 20.6 Subject to the above conditions, an authorized Association representative may accompany the bargaining unit member in inspecting the bargaining unit member's personnel file; or may inspect the personnel file provided The Association representative first presents a current written authorization to do so signed and dated by the bargaining unit member. An appointment shall be scheduled for such review as soon as practicable.
- In the event the bargaining unit member or their authorized representative requests copies of nonconfidential materials, the District may charge the actual copying cost to the bargaining unit member.
- All material placed in a unit member's file shall be dated and signed by the person who caused the material to be prepared.
- 20.9 Material in the file, which is grieved under this contract, may be subject to removal as part of the ordered or agreed upon remedy.
- 20.10 Material in management working files on a unit member shall be available for inspection by the unit member or their authorized Association representative. "Authorized" means the bargaining unit member has executed written permission for the representative to view the file. Material submitted in confidence may be sealed off and a copy placed in the file, which deletes reference to the identity of the writer or source of the material. The existence of such working files in no way abrogates management's responsibility to follow proper discipline procedures.

#### ARTICLE 21 - BARGAINING UNIT MEMBER PROTECTION

- 21.1 Threats: Any bargaining unit member who is threatened with bodily harm by an individual or a group while carrying out their duties shall immediately notify their building principal or supervisor. The principal or supervisor shall then immediately notify the superintendent's office of the threat and together shall take immediate steps in cooperation with the bargaining unit member to provide every reasonable precaution for their safety. Precautionary steps, including any advisable legal action, shall be reported to the superintendent's office at the earliest possible time.
- 21.2 <u>Battery Disability and Property Reimbursement</u>: Upon determination of the Board that a bargaining unit member has been physically disabled because of a battery on their person arising out of and/or in the course of their employment, the Board will grant the injured bargaining unit member leave of absence with contract pay for a period not to exceed one year.

The assaulted injured bargaining unit member shall undergo such medical examination by such examiners as are requested by the Board at school District expense and, when found fit for duty, shall return to their employment.

Bargaining unit members whose indispensable personal property (including but not limited to eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried) is damaged in a battery on their person, arising out of and in the course of their employment, may apply for reimbursement of costs, repairs, or replacement. If an item is damaged beyond repair, actual value at the time of damage may be reimbursed. Requests must be submitted to the bargaining unit member's immediate supervisor. Claims for damage beyond \$250 shall be reviewed by the Board.

21.3 <u>Sexual Harassment</u>: No bargaining unit member shall be subjected to unwelcome sexual advances by any other bargaining unit members, or person, nor shall any bargaining unit member be harassed, ridiculed, or otherwise demeaned by any other bargaining unit member because of the bargaining unit member's sex or sexual orientation or sexual preference. Any violation of this provision shall be considered grounds for disciplinary action.

# ARTICLE 22 - CLASSIFIED PROFESSIONAL GROWTH PROGRAM

22.1 <u>Professional Growth Committee</u>: The Professional Growth Committee shall be composed of five members, as follows:

Two classified bargaining unit members (selected by the classified staff); one certificated bargaining unit member (appointed by the Oak Park Teachers Association); one management bargaining unit member (appointed by the superintendent); and the superintendent or their designee.

Committee members shall serve one-year terms and shall select the chairperson at the first meeting of the school year. The Professional Growth Committee will meet as needed to review individual proposals submitted for approval. The bargaining unit member shall have the right to appeal by doing so in writing to the Professional Growth Committee; however, the final decision shall rest with the Committee.

- 22.2 <u>Eligibility</u>: All classified bargaining unit members, including probationary, are eligible to participate in the Professional Growth Program.
- 22.3 <u>Participation</u>: The bargaining unit member shall complete a "Declaration of Intent" form. The course(s) to be taken and alternate(s) shall be listed, the institution to be attended, and the estimated time involved to complete their program. It is the responsibility of the bargaining unit member to apply for professional growth credit and verify completion of course work with the personnel office. When all records are in order, the personnel office will submit a change of status to payroll indicating approval of additional compensation for professional growth.

A certificate of courses completed will be filed permanently in the bargaining unit member's personnel file.

22.4 <u>Requirements:</u> Each program requires advance approval by the Committee. Programs must be submitted with "Declaration of Intent." This intent shall serve as an indication of bargaining unit member's future plans and may be changed or adjusted by the bargaining unit member, pending Committee approval, as necessary.

Courses must be job-related or clearly related to a career pattern in search for upward mobility within the classified service of the Oak Park Unified School District.

No credit is allowed for "credit by examination."

A grade of "C" or better must be earned. If letter grades are not given for a course, a letter of satisfactory completion, duly signed by the instructor, is required.

Service in a professional organization must be approved by the Committee and assigned points.

Attendance at educational conventions, participation at regional workshops, or serving on a state committee may be considered provided it is not on released time. Credit will not be given a bargaining unit member for course work or workshops requested by supervisor and taken during the bargaining unit member's work time at District expense. Released time to attend approved professional organization conventions cannot be counted for professional Growth increments.

22.5 <u>Increments</u>: A professional growth increment shall be granted upon completion of nine professional growth units. No more than one professional growth increment shall be granted to a bargaining unit member in a single year. Effective February 1, 1999 each increment shall be three percent (3%) added to the bargaining unit member's normal range.

The professional growth increment shall be credited at the time of completion and paid in monthly installments.

As long as an individual serves in their original classification, a maximum of five professional growth increments may be earned. Whenever a bargaining unit member is reclassified or promoted to a higher classification bargaining unit member shall be eligible to earn additional five professional growth increments. If a bargaining unit member is promoted and earning more than the applicable salary range allows, the bargaining unit member shall be "Y" rated and continue to draw their current salary until additional increments are earned.

When an individual has qualified for an annual increment and has more points than are required to meet that increment, the points carried over shall be those most recently earned.

22.6 <u>Point System</u>: The point system, as listed below, includes credit for credit courses, job-related adult education courses, attendance at workshops and/or seminars, membership in professional organizations, and service on District committee by administrative appointment or election as classified representative.

Academic Course Work		<u>Points</u>
3 semester unit course 2 semester unit course 1 semester unit course 15-week non-credit course (1 absence only) 8-week non-credit course All day seminar Workshop		3.00 2.00 1.00 1.50 0.75 0.50
Total Hours In Adult Education Courses and In-service Training Workshops	Absences <u>Permitted</u>	<u>Points</u>
5-9 hours 10-15 hours 16-20 hours 21-30 hours 31-40 hours 41-50 hours 51 hours or more	None     None     1     1     2     2     2	0.25 0.50 1.00 1.50 2.00 2.50 3.00
Institutes, Lectures, Conferences	<u>Hours</u>	<u>Points</u>
Attendance verified for short learning program Auditing a course (certification of attendance required) Attendance at conferences & convention (maximum allowable 9 hours)	20 20 3 4-9	1.00 1.00 0.25 0.50

Committee Service, Professional Organization, etc.	<u>Points</u>
President of a job-related professional organization	
(1-year)	0.75
Officer of job-related professional organization	
(1-year term)	0.50
Membership in a job-related professional organization	
(1-year term) (per program)	0.25
Committee chairperson of a recognized committee of a	
job-related professional organization	0.25
Committee member of a professional organization	
(1-year term)	0.15
Member of campus committee by administration	
appointment or election as classified	
representative (1-year term)	0.50

# <u>Approved Professional Associations</u> (Others may be approved and added to this list)

California School Food Service Association
California Association of Education Office Bargaining
unit members
National Association of Educational Secretaries
National Secretaries Association
California Library Association
American Library Association
Association of California School Administrators
CTA/NEA Affiliates

# ARTICLE 23 - COMPLETE UNDERSTANDING

- 23.1 Except as specifically provided herein, all conditions of employment and general working conditions within the scope of meeting and negotiating pursuant to Government Code section 3540 et seq., in effect in the District prior to and at the time this Agreement is signed are null and void.
  - This Agreement terminates and supersedes all past practices, agreements, procedures, traditions and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or applied to provide unit members with professional or other advantages heretofore enjoyed unless expressly stated herein.
- 23.2 Except as specifically provided herein, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated, ratified and/or signed this Agreement. This constitutes a knowing and specific waiver of rights in connection with each and every subject matter specifically, expressly or implicitly classified as a matter within the scope of representation as defined by the Educational Employment Relations Act and/or any precedential decision of the Public Employment Relations Board.

#### ARTICLE 24 - SAVINGS AND SEPARABILITY

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, inclusive of appeals, if any, said article, section or clause as the case may be shall be automatically deleted from this Agreement to the extent it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

Upon the request of either party, the parties shall meet not later than ten (10) days after such request to negotiate in connection with the provision or provisions affected.

### ARTICLE 25 – SUMMER SCHOOL

- 25.1 The District shall determine the location and number of positions offered for Summer School Programs. All known positions shall be posted at each work location no later than the first (1st) week of April each year.
- 25.2 Selection shall be based on the following criteria: skills, abilities, and previous work experience that match the summer school position.
- 25.3 If the District determines that two (2) or more bargaining unit members are equal, the bargaining unit member with the greatest District seniority who has the least recent summer school employment shall be selected.
- 25.4 Once the above–mentioned process is exhausted, the District shall accept applications from outside the bargaining unit.
- 25.5 Summer school assignments are paid "hourly as needed".

#### ARTICLE 26 - TERM OF AGREEMENT

The term of this Agreement shall be from <u>July 1, 2021, through June 30, 2024,</u> and shall continue in effect for the year unless amended, modified, or terminated as provided below.

The District and Association agree to reopen negotiations for the 2024-2025 school year for all articles within the OPCA contract.

The District and Association may reopen for negotiations for the 2022-2023 and 2023-2024 school years on salary, health benefits, and up to two (2) additional articles selected by each party.

This Agreement is subject to ratification by the Board of Trustees for the Oak Park Unified School District and by the membership of the Oak Park Classified Association.

Agreed to at Oak Park, Ventura County, California.

Date: March 15, 2023

OAK PARK UNIFIED SCHOOL DISTRICT	OAK PARK CLASSIFIED ASSOCIATION, CTA/NEA
e.s. uj. gan	Trigenia Standung

# Memorandum of Understanding Between Oak Park Unified School District and Oak Park Classified Association May 31, 2018

#### **CAMPUS SUPERVISORS**

The Oak Park Unified School District and the Oak Park Classified Association agree to the following provisions regarding the modification of the classified unit to include Campus Supervisors.

- 1. Article 2, Recognition, paragraph 2.2, Positions Included/Excluded, will be revised to eliminate "Playground/Campus Supervisors" from the list of classified employees excluded from the classified unit.
- 2. Campus Supervisors employed by the District as of January 1, 2018, will be deemed permanent employees as of July 1, 2018, upon ratification and approval of the contract. July 1<sup>st</sup> will be the anniversary date for purposes of such permanent employees to receive step increases.
- 3. Campus Supervisors employed by the District as of January 1, 2018, who become permanent upon ratification and approval of the contract, will be eligible for a step increase July 1, 2019.
- 4. Campus Supervisors hired by the District between January 1, 2018, and May 31, 2018, will become permanent November 1, 2018, provided they have not been released from District employment on or before October 31, 2018.
- 5. Campus Supervisors employed by the District as of May 31, 2018, will receive longevity pay, per Article 11, Salaries, Pay and Allowances, paragraph 11.1.4, Longevity Pay. However, Campus Supervisors employed as of the date the contract is ratified and approved with more than ten (10) years of District service will receive longevity pay for ten (10) years of consecutive service, upon ratification and approval of contract.
- 6. The 2018-2019 Campus Supervisor Salary Schedule will be as follows:

Step 1	Step 2	Step 3	Step 4	Step 5
\$15.29	\$16.18	\$17.12	\$18.15	\$19.24

- 7. Campus Supervisors employed by the District as of May 31, 2018, will be placed at Step 3 upon ratification and approval of contract. Campus Supervisors hired on or after July 1, 2018, will be placed at Step 1, subject to initial placement based on experience.
- 8. Campus Supervisors employed by the District as of May 31, 2018, will earn annual vacation per Article 13, Leaves of Absence, paragraph 13.15, Vacations, beginning January 1, 2018, for time spent in District employment. Such current Campus Supervisors will have their vacation accrual revised to reflect the earned rate in paragraph 13.15.
- 9. Campus Supervisors hired by the District on or after June 1, 2018, and prior to the ratification and approval of the contract will be (1) placed on the salary scheduled set forth in paragraph 6, above, and (2) subject to the probationary period in Article 3, Appointment and Classification, paragraph 3.2, Probationary Period.

10. This Memorandum of Understanding is subject to approval by the District Governing Board.

Virginia Standring, OPCA President

5/31/18 Date 5/31/18

Date

Leslie Heilbron, Ed.D., OPUSD Negotiations Chair

#### OAK PARK UNIFIED SCHOOL DISTRICT

Memorandum of Understanding
Between
Oak Park Unified School District
And
Oak Park Classified Association
February 17, 2022

This Memorandum of Understanding ("MOU") regarding the catastrophic leave program is made and entered into between the Oak Park Unified School District ("District") and the Oak Park Classified Association ("OPCA") (referred to collectively as "the Parties") on February 17, 2022.

- 13.16 Catastrophic Leave Program & Catastrophic Leave Bank
  - 13.6.1 A "catastrophic illness" or "injury" shall be defined as an illness or injury that is expected to incapacitate the employee for an extended period of time. Key to this definition is that taking time off from work creates a hardship for the employee because they have exhausted all of their sick leave and all other fully paid time off.
  - 13.6.2 The intent of this particular leave is to provide unit members economic relief for devastating health circumstances per injury or illness. Catastrophic leave may not be used for:
    - 1. Elective surgery,
    - 2. Personal necessity leave,
    - 3. Normal pregnancy,
    - 4. Substance abuse rehabilitation,
    - 5. Bereavement,
    - 6. Chronic illness or conditions, or
    - 7. Any leave for which the member has applied for workers' compensation.
  - 13.6.3 Between July 1 and September 30 of the 2022-2023 school year, there shall be an open enrollment period during which any classified employee with no fewer than eleven (11) accumulated sick days for a full-time employee, or the equivalent to eleven (11) accumulated sick days' worth of hours for a part-time employee, based on the Full-Time Equivalent (FTE) of their position, may choose to join the Catastrophic Leave Bank by donating one (1) day of sick leave for a full-time employee, or the equivalent to one (1) day's worth in hours for a part-time employee, based on the FTE of their position to the Catastrophic Leave Bank.

During the term of this MOU, new unit members may donate one (1) day of sick leave to the Catastrophic Leave Bank for a full-time employee, or the equivalent to one (1) day's worth in hours for a part-time employee, based on the FTE of their position in order to participate in the Catastrophic Leave Bank and to be eligible for requesting days under the Catastrophic Leave Bank language.

The written authorization of the donation shall acknowledge that the donor understands that any and all donated sick days are irrevocable, will not be available for certification to

Approved:

Jeff Davis, Ed.D. Superintendent

Oak Park Unified School District

CalPERS, and can result in a reduction of service credit that would otherwise be available.

- 13.6.4 A classified employee who is a member of the Catastrophic Leave Bank may request up to twenty (20) additional days of sick leave for a full-time employee or the equivalent to twenty (20) day's worth in hours for a part-time employee, based on the Full Time Equivalent (FTE) of their position from the Catastrophic Bank in any twelve (12) month period as a result of catastrophic illness or injury. Catastrophic leave is not applicable to injuries/illnesses covered by Worker's Compensation.
- 13.6.5 The Catastrophic Leave Bank member is required to submit a physician's verification to Human Resources which clearly sets forth the diagnosis, prognosis, and expected length of absence.
- 13.6.6 The Assistant Superintendent of Human Resources shall determine if the illness or injury meets the appropriate criteria. Determining criteria includes, but is not limited to, situations which are incapacitating, disabling, and lengthy both in terms of illness/injury and/or recuperation. If the Assistant Superintendent determines that the illness/injury does not meet the appropriate criteria, then the parties shall arrange for a meeting of a Catastrophic Review Committee. This Committee shall consist of two (2) representatives appointed by the Association, and two (2) members appointed by the Superintendent or their designee. If the Committee cannot come to a consensus on the determination, then the final decision will be issued by the Superintendent.
- 13.6.7 In the event that the parties terminate this MOU, the remaining time donated to the bank shall be returned to the members who donated to the bank on a prorated basis determined by the amount of time donated and the total amount remaining in the bank.

This MOU shall become effective on the date of its execution and be effective through June 30, 2024, unless extended by mutual agreement by both parties.

This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

Oak Park Classified Association

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# SETTLEMENT AGREEMENT REGARDING ACCRUED VACATION TIME

This Settlement Agreement ("Agreement") is made and entered into effective July 1, 2020 ("Effective Date"), by and between the Oak Park Unified School District ("the District") and the Oak Park Classified Association ("OPCA") (hereafter collectively referred to as "the Parties").

#### **RECITALS**

- 1. Classified unit members earn and utilize vacation under Article 13, Section 13.15 of the collective bargaining agreement ("CBA") between the District and OPCA.
- 2. There is a dispute regarding the total number of accumulated (banked) vacation days that may be accrued and carried over year to year by classified unit members under Education Code section 45197 and the CBA. According to Section 13.15.1, "Regularly employed full-time and part-time bargaining unit members shall accrue vacation benefits monthly from their date of employment."
- 3. The parties desire to memorialize in this Agreement the current practice as it pertains to the annual payout of earned but unused vacation time to part-time unit members. While the parties have no obligation under Article 23 and Article 26 of the CBA to engage in negotiations that modify how classified unit members currently earn, utilize, accrue, and are paid out for unused but earned vacation time, the Parties desire to avoid the time, expense and risk attendant upon administrative proceedings and potential litigation, and further desire to settle, once and forever, all disputes arising out of, related to, or connected with the total number of accumulated (banked) vacation days that may be accrued and carried over year to year by classified unit members.

#### **AGREEMENT**

The Parties agree as follows:

- 1. <u>Excess Vacation Days.</u> Effective upon implementation of this Agreement, the parties agree that unit members who currently are documented on the District's books as having an excess of 10 accrued unused vacation days ("excess vacation days") shall not be permitted to use the excess vacation days during their tenure as a District bargaining unit member. Instead, the unit members will receive compensation, per Paragraph 2, below, for the excess vacation days upon separation of employment.
- 2. <u>Payment at Separation:</u> Within 90 days of a unit member's separation from the District, the District agrees to pay the unit member the full value of the excess vacation days identified in Paragraph 1, above. The value of each excess vacation day shall be based on the unit member's hourly rate during the 2019-2020 school year. It is the District's intent to make payment to the unit member as soon as practicable following the unit member's separation. This provision shall apply only to excess vacation days as defined in Paragraph I, above. For all other accrued vacation time, consistent with the remainder of this Agreement, Article 13.15.4 shall apply regarding the payment of accrued vacation upon a unit member's separation from service.
- 3. <u>Accrued Vacation.</u> Beginning with the start of the 2020-2021 school year and in accordance with Paragraph 1 and 2 above, unit members shall have no more than 10 days of accumulated (banked) accrued vacation time on the District books. Unit members may utilize such vacation in accordance with the CBA. Unit members who have fewer than 10 days of vacation represented on the District's books as of June 30, 2020, shall continue to have that amount of accrued vacation at

the start of the 2020-2021 school year and may utilize such vacation in accordance with the CBA.

- 4. <u>Vacation Carry Over</u>. Beginning with the start of 2020-2021 school year and each year thereafter, unit members may not carry over and accumulate (bank) from year to year more than their total number of annual earned but unused vacation days per year, per the annual vacation amounts specified in Article 13.15.1. For example:
  - a. A unit member in their first 5 years of employment, may not carry over more than 12 days each year. Such unit members would be limited to 24 or fewer earned but unused vacation days each school year.
  - b. A unit member in their 6<sup>th</sup> through 9<sup>th</sup> years of employment, may not carry over more than 15 days each year. Such unit members would be limited to 30 or fewer earned but unused vacation days each school year.
  - c. A unit member in their 10<sup>th</sup> through 14<sup>th</sup> years of employment, may not carry over more than 17 days each year. Such unit members would be limited to 34 or fewer earned but unused vacation days each school year.
  - d. A unit member with 15+ years of employment, may not carry over more than 20 days each year. Such unit members would be limited to 40 or fewer earned but unused vacation days each school year.

This paragraph clarifies the meaning of Article 13, Section 13.15.1 of the CBA and is intended to conform to Education Code section 45197, subdivision (d).

- 5. <u>Tax Consequences.</u> The District makes no representations regarding the federal or state tax consequences of this Agreement.
- 6. <u>PERS Benefits.</u> The District makes no representations or assurances as to the unit members' eligibility with respect to PERS benefits or, if they are eligible, the amount of any such benefits that they might receive, or are entitled to receive, due to their service to the District. The District further makes no representations or assurances as to the effect of this Agreement on unit member eligibility for and/or receipt of PERS credits or benefits.
- Maiver and Release. OPCA hereby releases, acquits, and forever discharges the District, its Board of Education, agents, officers, bargaining unit members, attorneys, successors, predecessors, insurers, and representatives from any and all claims, expenses, debts, demands, costs, and other actions or liabilities of any nature, whether known or unknown, whether in law or in equity, that it may have or claim to have as a result of or in any way related to this Agreement or unit member vacation, including, but not limited to, its right to civil actions, administrative complaints, grievances, actions before the Public Employment Relations Board, and any and all claims for breach of any employment agreement (whether express or implied), for breach of any covenant of good faith and fair dealing, and for any form of negligence. OPCA further agrees that it shall have no right whatsoever to file any lawsuit or institute any other action or legal proceeding of any type whatsoever, or recover damages or lost wages, based upon, connected with, or in any manner arising out of or related to this Agreement or except to the extent the right to pursue or participate in any such proceeding cannot, pursuant to state or federal law, be waived. This Agreement and release is made notwithstanding section 1542 of the California Civil Code, which provides

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

OPCA expressly acknowledges that this release is intended to include in its effect, without limitation, all claims and causes of action that it does not know or suspect to exist in its favor and that this release contemplates the extinguishment of all such claims and causes of action: This Agreement and release does not waive any claims that may arise after the date this Agreement is executed.

- 8. <u>No Precedent.</u> The Parties agree that this Agreement embodies the voluntary agreement of the Parties as it relates to the unique facts and circumstances described herein. This Agreement is non-precedential, does not constitute a waiver by the District related to claims of any similarly situated bargaining unit members, will not bind the District to any future action under similar conditions and cannot be introduced in any proceeding as evidence of past practice, intent of the Parties, or meaning or application of the Parties' employment contract.
- 9. <u>No Admission of Fault.</u> This Agreement is entered into by the Parties for the purpose of compromising and settling any and all potential disputes. It does not constitute, nor shall it be construed as, an admission of fault and/or liability by any party for any purpose.
- 10. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions, whether written, oral, express, or implied, are superseded by this Agreement.
- 11. <u>Negotiated Agreement.</u> This Agreement is the product of negotiation and preparation by and among the Parties. Therefore, the Parties expressly waive the provisions of Civil Code section 1654 and acknowledge and agree that the Agreement shall not be deemed prepared or drafted by any one of the Parties.
- 12. <u>Amendments.</u> This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.
- 13. <u>Binding Effect.</u> This Agreement is for the benefit of and shall be binding on all Parties and their respective successors, heirs, and assigns.
- 14. <u>Attorneys' Fees and Costs.</u> Each party shall bear its own attorneys' fees and costs arising out of or related to the development of this Agreement and any and all matters related to unit member vacation rights.
- 15. Other Documents and Cooperation. All Parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize and implement this Agreement.
- 16. <u>Execution by Facsimile. Electronic Copy or in Counterparts.</u> This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy

or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile or other electronic version of any party's signature shall be deemed an original signature. Each counterpart shall be deemed an original and the same document for all purposes.

- Severability. If any provision of this Agreement is held to be void, voidable, or 17. unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
- 18. <u>Interpretation</u>. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against any party.
- District Defined. The term "District" includes the Oak Park Unified School District, its agents, officers, bargaining unit members, attorneys, successors, predecessors, insurers, and members of the Board of Education.
- 20. Voluntary Agreement. OPCA represents that it has read this Agreement and its attachments, if any, in full and understands and voluntarily agrees to all such provisions. OPCA further declares that, prior to signing this Agreement, it has apprised itself of relevant data, through sources of its own selection, in deciding whether to execute this Agreement. OPCA further represents that it has, as of the Date of Execution of this Agreement, the legal capacity to understand, agree to, and sign this Agreement, and that it has not assigned any rights or claims related hereto to any third party.
- 21. Governing Law. This Agreement is entered into under, and shall be construed and interpreted in accordance with, the laws of the State of California and the United States.
- 22. <u>Union and Board Approval</u>. The Parties recognize that, to be enforceable, this Agreement must be ratified by the OPCA membership and approved by the District's Board of Education.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below ("Date of Execution").

OAK PARK CLASSIFIED ASSOCIATION

Dated:

Oak Park Classified Association President

OAK PARK UNIFIED SCHOOL DISTRICT

Tony Knight, Ed.D.

Superintendent

Approved by the Board of Education of July 14, 2020 536-4/4730638.1

# OAK PARK UNIFIED SCHOOL DISTRICT

# **CLASSIFIED SALARY SCHEDULES CC & CH & CB2**

EMPLOYEES WORKING 20 HOURS OR MORE PER WEEK
All Rates Listed as Hourly and Monthly
2022-23 SCHOOL YEAR

Board Proposed April 25, 2023							: January 1, 2023
JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	WORK YEAR
CLERICAL SUPPORT							
Health Services Technician	10	18.76	19.89	21.12	22.40	23.76	10 Month
Student Services Assistant I	10	3251.98	3447.46	3661.74	3883.59	4120.40	10 Month
Department Clerk	10						10 Month
Guest Teacher/Interdistrict Permit Coordinator	12	19.89	21.12	22.40	23.76	25.18	11 Month
Student Services Assistant II	12	3447.46	3661.74	3883.59	4120.40	4364.55	10.5 Month
ASB Bookkeeper/Athletics Secretary	14	21.12	22.40	23.76	25.18	26.70	10.5 Month
Student Services Assistant III	14	3661.74	3883.59	4120.40	4364.55	4627.95	11.5 Month
Student Services Bookkeeper	14						10.5 Month
Support Services Coordinator	14						12 Month
Accounting Assistant I	14.5	21.62	22.86	24.21	25.61	27.11	12 Month
-		3747.70	3963.80	4196.03	4437.96	4696.05	
Extended Care Assistant Site Leader	15.0	21.73	23.08	24.46	25.99	27.56	11 Month
		3767.03	4000.13	4240.73	4503.87	4774.58	
School Office Manager I	16	23.16	24.49	25.89	27.39	28.96	11 Month
Department Assistant I	16	4012.90	4245.17	4487.06	4748.32	5019.31	11 Month
Department Assistant I	16						12 Month
Credentials Technician	16						12 Month
Accounting Assistant II	16.5	24.02	25.41	26.88	28.41	30.06	12 Month
		4166.72	4405.44	4660.29	4924.76	5211.87	
School Office Manager II	17.5	24.23	25.70	27.23	28.85	30.57	11 Month
······		4200.95	4453.61	4720.35	5001.08	5299.42	
School Office Manager III	18.5	24.83	26.32	27.90	29.58	31.36	11.5 Month
Extended Care Site Leader	18.5	4302.75	4562.37	4836.15	5127.45	5436.32	11 Month
Department Assistant II	20	25.97	27.55	29.20	30.95	32.80	12 Month
		4503.16	4773.34	5059.72	5363.32	5685.13	
Accounting Assistant III	23	30.08	31.88	33.80	35.81	37.97	12 Month
Accounting Assistant III	25	5212.90	5525.67	5857.22	6208.65	6581.16	12 IVIOTILIT
Conjor Accountant	20	26.25	20 EE	40.90	42.26	4E 00	12 Month
Senior Accountant	28	36.35 6302.18	38.55 6683.46	40.89 7087.83	43.36 7516.72	45.98 7971.66	12 Month
CUSTODIAL/MAINTENANCE/GROUNDS							
Custodian	14	21.12 3661.74	22.40 3883.59	23.76 4120.40	25.18 4364.55	26.70 4627.95	12 Month
Grounds Maintenance Worker	15	21.73 3767.03	23.08 4000.13	24.46 4240.73	25.99 4503.87	27.56 4774.58	12 Month
				7270.70	+000.07		
Head Custodian I	15.5	22.40 3883.59	23.76 4120.40	25.18 4364.55	26.70 4627.95	28.29 4905.62	12 Month

JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	WORK YEAR
Head Custodian II	17	24.00	25.45	26.97	28.59	30.32	12 Month
		4162.30	4411.49	4674.69	4955.51	5253.79	
General Maintenance Worker	18	24.37	25.83	27.37	29.01	30.75	12 Month
		4225.49	4478.18	4744.93	5029.19	5331.00	
Head Custodian III	18.5	24.83	26.32	27.90	29.58	31.36	12 Month
		4302.75	4562.37	4836.15	5127.45	5436.32	
Maintenance Engineer	20	25.97	27.55	29.20	30.95	32.80	12 Month
Maintenance Engineer	20	4503.16	4773.34	5059.72	5363.32	5685.13	12 WOTHT
Grounds Maintenance Supervisor	21	27.54	29.20	30.95	32.80	34.83	12 Month
District Wide Head Custodian	21	4773.34	5059.72	5363.32	5685.13	6037.75	
CHILD NUTRITION SERVICES							
Child Nutrition Services Assistant	8	17.70	18.76	19.89	21.12	22.40	180 Days
Office National Convictor / Constant		3068.41	3252.35	3448.04	3661.34	3882.47	100 Days
Child Nutrition Services Cook	10	18.76	19.89	21.12	22.40	23.76	10 Month
		3251.98	3447.46	3661.74	3883.59	4120.40	
Obild Notifice Consists Management		04.40		00.70	OF 40	00.70	40 M
Child Nutrition Services Manager	14	21.12 3661.74	22.40 3883.59	23.76 4120.40	25.18 4364.55	26.70 4627.95	10 Month
		3001.74	3003.39	4120.40	4304.33	4027.93	
Child Nutrition Services Assistant/Delivery	12	19.89	21.12	22.40	23.76	25.18	180 Days
······		3447.46	3661.74	3883.59	4120.40	4364.55	
OTHER CLASSIFIED SUPPORT							
		47.04	40.07	40.07		04 70	40.14
Assistant Computer Support Technician	7.0	17.21 2983.78	18.27 3165.61	19.37 3357.78	20.55 3562.34	21.76 3771.05	12 Month
		2303.70	0100.01	3337.70	330Z.34	3771.00	
Instructional Assistant I	7.5	17.32	18.39	19.49	20.67	21.89	180 Days
		3005.00	3186.00	3379.20	3582.19	3794.97	
Instructional Assistant II	10	18.76		21.12	22.40		180 Days
		3251.98	3447.46	3661.74	3883.59	4120.40	
Campus Supervisor*	10	18.76	19.89	21.12	22.40	23.76	180 Days
Campus Caporvicos	'	3251.98	3447.46	3661.74	3883.59	4120.40	100 Buyo
Library/Media Technician	13	20.68	21.91	23.26	24.66	26.17	10 Month
		3584.77	3799.84	4032.11	4274.04	4535.34	
Collogo/Caroor Contor Toohnisian	13.5	20.82	22.05	22.40	24 90	26.29	10.5 Month
College/Career Center Technician	13.5	3608.45	3823.53	23.40 4055.79	24.80 4297.70	4559.01	TO.5 MOTH
				1000.70	1207.70	1000.01	
Instructional Assistant III	14	21.12	22.40	23.76	25.18	26.70	180 Days
		3661.74	3883.59	4120.40	4364.55	4627.95	-
		04.0-		·····		~~~~	40.54
Computer Technician	18	24.37	25.83	27.37	29.01	30.75	12 Month
		4225.49	4478.18	4744.93	5029.19	5331.00	
Technology Department Assistant	20	25.97	27.55	29.20	30.95	32.80	12 Month
5, 1	20	4503.16	4773.34	5059.72	5363.32	5685.13	
Registered Behavior Technician (RBT)	22	28.81	30.54	32.37	34.31	36.41	180 Days
	1	4992.98	5293.29	5611.05	5946.24	6310.49	

JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	WORK YEAR
Computer Tech - Lead	23	30.08	31.88	33.80	35.81	37.97	12 Month
Certified Repair Technician	23	5212.90	5525.67	5857.22	6208.65	6581.16	12 Month
Data Systems Specialists	23						12 Month
Construction Management Technician	25	32.53	34.48	36.55	38.74	41.06	12 Month
		5638.27	5976.56	6335.16	6715.27	7118.18	
College/Career Center Advisor	26	33.77	35.81	37.98	40.27	42.71	10.5 Month
		5853.43	6207.26	6582.47	6980.32	7402.27	
Network Administrator	26	33.77	35.81	37.98	40.27	42.71	12 Month
		5853.43	6207.26	6582.47	6980.32	7402.27	
Social Emotional Services Specialist	27	33.33		36.94	38.90		192 Days
		5776.64	6083.87	6402.84	6743.33	7095.57	
Certified Deaf & Hard of Hearing	28	36.35	38.55	40.89	43.36	45.98	180 Days
		6302.18	6683.46	7087.83	7516.72	7971.66	
Occupational Therapist	30	40.54	42.97	45.57	48.29	51.19	10 Month
		7027.85	7449.52	7896.44	8370.27	8872.47	
Behavior Specialist* CB2	G*	469.84	484.38	499.37	514.80	530.73	202 Days
*Rates listed as Daily and Annually		94909.05			103990.14	107207.98	

This schedule is a combination of schedules CC (full-time, 40 hours per week) and CH (part-time, more than 20 hours per week). Employees who work a minimum of 20 hours, but less than 40 hours per week should refer to the hourly rates on the schedule above. Full-time employees may refer to either the hourly or the monthly rates. The hourly rate is determined by dividing the monthly gross by the average full-time hours per month (173.333).

<sup>\*</sup> Corresponds to Certificated Salary Schedule, Class G, Psychologist; salary reflects daily and annual rates.

#### OAK PARK UNIFIED SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE CL (HOURLY) EMPLOYEES WORKING LESS THAN 20 HOURS PER WEEK

#### 2022-23 SCHOOL YEAR

Poard Proposed: April 25, 2023 ~ 8%	T						January 1, 202
IOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	WORK YEAR
LERICAL SUPPORT	ļ						
Health Services Technician	10	19.77	20.93	22.16	23.49	24.90	10 Month
Student Services Assistant I	10	19.77	20.93	22.16	23.49	24.90	10 Month
Department Clerk	10	19.77	20.93	22.16	23.49	24.90	10 Month
repartment Clerk	10	19.77	20.93	22.10	25.49	24.90	10 WOTH
Student Services Assistant II	12	20.93	22.16	23.49	24.90	26.40	10.5 Month
Guest Teacher Coordinator	12	20.93	22.16	23.49	24.90	26.40	180 Day
tudent Services Assistant III	14	22.16	23.49	24.90	26.40	27.92	10.5 Month
USTODIAL/MAINTENANCE/GROUNDS							
ustodian	14	22.16	23.49	24.90	26.40	27.92	12 Month
/arehouse Worker/Delivery	18	24.19	25.63	27.14	28.70	30.42	12 Month
HILD NUTRITION SERVICES	-						
TILD NUTRITION SERVICES							
		<b> </b>					
hild Nutrition Soniogo Assistant		10.50	10.70	20.00	22.20	22 E4	190 Day
hild Nutrition Services Assistant	08	18.58	19.70	20.88	22.20	23.51	180 Day
Child Nutrition Services Cook	10	19.77	20.93	22.16	23.49	24.90	10 Month
THIS INCHIDIT OF VICES COOK	10	19.77	20.93	22.10	23.48	24.50	IO IVIOLIUI
child Nutrition Services Bookkeeper	12	20.93	22.16	23.49	24.90	26.40	10 Month
hild Nutrition Services Assistant/Delivery	12	20.93	22.16	23.49	24.90	26.40	180 Day
The Harition Convices / toolstang Belivery	12	20.00	22.10	20.40	24.00	20.40	100 Buy
THER CLASSIFIED SUPPORT							
ampus Supervisor	06	17.69	18.73	19.81	21.01	22.27	180 Day
structional Assistant I	7.5	18.28	19.35	20.47	21.72	22.99	180 Day
structional Assistant II	10	19.77	20.93	22.16	23.49	24.90	180 Day
structional Assistant II - Ext. Care Pgm	10	19.77	20.93	22.16	23.49	24.90	196 Day
echnology Assistant	10	19.77	20.93	22.16	23.49	24.90	180 Day
brary/Media Technician	13	21.73	23.02	24.38	25.77	27.31	10 Month
ollege/Career Center Technician	13.5	21.87	23.17	24.52	25.90	27.46	10.5 Month
		00.40	00.40	04.00	00.40	07.00	100 5
structional Assistant III	14	22.16	23.49	24.90	26.40	27.92	180 Day
ocial Emotional Services Specialist	27	34.59	36.35	38.19	40.14	42.18	192 Day
odai Emolionai Services Specialist		34.59	30.35	36.19	40.14	42.18	192 Day
ccupational Therapist	30	42.54	45.08	47.80	50.67	53.72	10 Month
ccupational merapist	30	42.54	43.00	47.00	30.07	33.72	10 WOTH
XEMPT POSITIONS							
tudent/Casual Worker*	X01	15.50	effective 1/	1/2023			As Assigned
ampus Supervisor Substitute	X03	17.69	T				As Assigned
hild Nutrition Services Substitute	X04	18.58					As Assigned
erical Substitute	X02	19.78			····		As Assigned
ustodial Substitute	X05	22.16					As Assigned
nild Nutrition Services/Facility Use	X08	29.59					As Assigned
I SUB	X06	18.28			I		As Assigned
II SUB	X07	19.78					As Assigned
III SUB	X09	22.16			Ţ		As Assigned
pecial Events Supervision (ASB)***	X12	19.90					As Assigned
		]	Ţ	Ţ	Ţ		
UMMER SCHOOL	ĺ						
	<u> </u>						
SY Instructional Assistant II	X10	21.73					As Assigned
SY Instructional Assistant III	X11	25.18					As Assigned

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: PUBLIC DISCLOSURE AND APPROVAL OF COMPENSATION

ADJUSTMENT FOR ADMINISTRATIVE, CONFIDENTIAL, AND SPECIFIED

UNREPRESENTED EMPLOYEES

ACTION

**ISSUE:** Shall the Board approve an increase in compensation for administrative,

confidential and unrepresented employees for fiscal year 2022-2023?

**BACKGROUND:** Consistent with the tentative OPTA agreement, it is recommended that the Board

approve 5% increase retroactive to July 1, 2022, and a 3% retroactive to January 1, 2023 for a total of 8% ongoing to the salary schedules for eligible confidential, administrative employees, and unrepresented employees of the Oak Park Neighborhood School. The recommendation for administrative, confidential and unrepresented employee compensation does not include any other material

financial impacts to the District.

The Disclosure of Collective Bargaining Agreement statement required by AB

1200 and GC 3547.5 and updated salary schedule follows this report.

FISCAL IMPACT: The proposed salary increases will be funded from the General Fund unrestricted

and undesignated ending balance. Assuming the Board's approval, the District's revised 2022-2023 Reserve for Economic Uncertainties is projected to exceed the District Board Policy (BP 3100) minimum Reserve Balance for Economic

Uncertainty of six percent (6%.)

GOAL: In Support of OPUSD Goal 4 – Utilizing resources efficiently and responsibly -

Maintain fiscal stability and solvency.

ALTERNATIVES:

1. Approve the proposed increases in compensation for administrative,

confidential and unrepresented employees for fiscal year 2022-2023.

2. Do not approve the proposed compensation increases.

**RECOMMENDATION:** Alternatives No. 1

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources

Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

Jeff Davis, Ed.D.

Superintendent

BOARD OF EDUCATION MEETING, APRIL 25, 2023
Public Disclosure and Approval of an increase in compensation for administrative, confidential and unrepresented employees for fiscal year 2022-2023 Page 2

Board Action: On	motion of	, secon	ded by	, the Board of Education:
VOTE: Hardy	AYES	NOES	ABSTAIN	ABSENT
Helfstein				
Lantsman	-			_
Moynihan			<u> </u>	_
Wang			<u> </u>	_
Student Rep	,	<u> </u>	<u></u>	<u> </u>

# **DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

Oak Park Unified School District						
Oak Park Management and Confidential						
covers the period:	Employee Type:					
7/1/2022	Certificated:					
6/30/2023	Classified:					
will be acted upon by the Governing Board						
4/25/2023						
	Oak Park Management and Confidential covers the period:  7/1/2022 6/30/2023  will be acted upon by the Governing Board					

## A. Proposed Change in Compensation:

		Т	· <u>-</u>		Fiscal Impa	ct	of Proposed	Agree	nent
		1	Cost Prior				or Multi-yea		
1		To	Proposed	C	urrent Year		Year 2	Yea	ar 3
H	Compensation		Agreement	l	2022-23		2023-24	202	4-25
		i	-	İ	***				
1.	Salary Schedule - Increase/(Decrease)	\$	3,312,855	\$	208,171	\$			
					6.28%		%		%
2.	Step and Column - Increase/(Decrease) due to			\$		\$		\$	
	movement plus any changes due to settlement.	┖			%		%		%
	<u> </u>				_	_			·
<b>3</b> .	Other Compensation - Increase/(Decrease)			\$		\$		\$	
<u> </u>	(Stipends, Bonuses, Etc)	<u> </u>			0.00%	_	%		%
			700 170	٦	<b>-</b> ,	_			
4.	Statutory Benefits - Increase/(Decrease) in	\$	789,179	\$	51,277	\$		\$	
<u> </u>	STRS, PERS, FICA, WC, UI, Medicare, etc.	╄		ļ	6.50%	_	%		%
			400 407		•	_			
5.	Health/Welfare Benefits - Increase/(Decrease)	\$	400,497	\$		\$	%	\$	%
_		╄		-	0.00%	_	<u>%</u>		- %
	Tatal Carry and the same and ((Decrees))	s	4 500 500	_	250 447	٦		\$	
Ь.	Total Compensation - Increase/(Decrease)	₽	4,502,530	Ð	259,447 5.76%	₽	%	<del>-</del>	%
<b> </b> -	(Total Lines 1-5)	╁			5.76%	H			70
-	Total Number (FTE) of Represented Employees	#	23	#	23	#		#	
<b>⊩</b> ∸	Total Number (FTE) of Represented Employees	╫		-		-		11	
8.	Total Compensation Cost for Average Employee	\$	193,242	s	11,135	s		\$	
<sup>3.</sup>	Increase/(Decrease) (Line 6/Line 7)	۳	100,212	┡	5.76%	Ť	%	<u> </u>	%
╟──	Indicase/(Decrease) (Line Grane 1)	+		$\vdash$	00,0	$\vdash$			
9a	Certificated Teacher's Salary (Excluding Benefits)								
•	-Minimum Daily Rate	\$		\$		\$		\$	
1	•••••••••••••••••••••••••••••••••••••••	Ė			%		%		%
	-Maximum Daily Rate	\$		\$		\$		\$	
	•	Г	-		%	Г	%		%
	-Substitute Daily Rate	\$		\$		\$		\$	
1					%		%		%
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	19,012	\$	19,012	\$		\$	
	- District Cost Annual H&W Benefit amount per FTE	\$	16,630	\$	16,630	\$		\$	
1						با			
	- Current Negotiated H&W Cap amount per FTE	\$	16,630	\$	16,630	\$		\$	

Please include comments and explanations as necessary:	The tentative agreement with OPTA includes a salary
increase of 8%. This increase is reflected on the salary schedule	and is considered "on-going." July 2022 through
December 2022 represents a 5% increase; Beginning January 202	23, on-going, represents full 8%.

Disclosure of Collective Bargaining Agreement
School District: Oak Park Unified School District

В.	Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):  None
C.	What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):  None
D.	What contingency language is included in the proposed agreement? (reopeners, etc.):  None
E.	Will this agreement create, increase, or decrease deficit financing in the current or future years?  This agreement will increase deficit spendign in out-years, but is not expected to increase deficit financing in the current or future years.
F.	Source of Funding for the Proposed Agreement:  1. Current Year: General Fund
	How will the ongoing cost of the proposed agreement be funded in <u>future</u> years?  General Fund
	3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):  Due to General Fund reserve balance, the District expects to fully fund on-schedule increases as reflected through multi-year projections, including 8.13% COLA projected in FY 2023-24, as based on
	2nd Interim budget.

	(Col. 1) Latest Board Approved Budget Before Settlement As of <u>3/21/2023</u>	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	46,094,442	0	0	46,094,442
Remaining Revenues (8100-8799)	13,344,065	0	0	13,344,065
TOTAL REVENUES	59,438,507	0	0	59,438,507
EXPENDITURES			-	
1000 Certificated Salaries	25,154,377	1,535,885	0	26,690,262
2000 Classified Salaries	8,278,089	494,969	0	8,773,058
3000 Employees' Benefits	12,488,666	479,638	0	12,968,304
4000 Books and Supplies	2,832,648	0	0	2,832,648
5000 Services and Operating Expenses	6,519,178	0	0	6,519,178
6000 Capital Outlay	37,194	0	0	37,194
7100-7499 Other	453,856	0	0	453,856
TOTAL EXPENDITURES	55,764,008	2,510,492	0	58,274,500
OPERATING SURPLUS (DEFICIT)	3,674,499	(2,510,492)	0_	1,164,007
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	3,674,499	(2,510,492)	0	1,164,007
BEGINNING BALANCE	5,160,410	0	0	5,160,410
CURRENT YEAR ENDING BALANCE	8,834,909	(2,510,492)	0	6,324,417
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	0	0	0	0
Restricted (9740)	4,197,257	0	0	4,197,257
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	0	0	0	0
Unappropriated Amounts (9790)	4,637,652	(2,510,492)	0	2,127,160

please explain the variance below.		
Please include comments and explanations as necessary:		

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6,

**Disclosure of Collective Bargaining Agreement School District:** Oak Park Unified School District

**Multi-Year Projections** 

	Multi-Year Projections					
	(Col. 1) 2022-23 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2023-24	(Col. 3) Budget Year 2 2024-25			
REVENUES						
LCFF Revenues (8010-8099)	46,094,442	48,662,431	48,756,665			
Remaining Revenues (8100-8799)	13,344,065	9,553,031	9,725,249			
TOTAL REVENUES	59,438,507	58,215,462	58,481,914			
EXPENDITURES						
1000 Certificated Salaries	26,690,262	27,032,803	26,970,180			
2000 Classified Salaries	8,773,058	8,863,590	8,942,201			
3000 Employees' Benefits	12,968,304	13,244,596	13,288,277			
4000 Books and Supplies	2,832,648	2,612,683	2,977,019			
5000 Services and Operating Expenses	6,519,178	6,961,210	6,981,477			
6000 Capital Outlay	37,194	12,194	12,194			
7100-7499 Other	453,856	453,856	453,856			
TOTAL EXPENDITURES	58,274,500	59,180,933	59,625,205			
OPERATING SURPLUS (DEFICIT)	1,164,007	(965,471)	(1,143,290)			
OTHER SOURCES AND TRANSFERS IN	0	0	0			
OTHER USES AND TRANSFERS OUT	0	0	0			
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,164,007	(965,471)	(1,143,290)			
BEGINNING BALANCE	5,160,410	6,324,417	5,358,946			
CURRENT YEAR ENDING BALANCE	6,324,417	5,358,946	4,215,656			
COMPONENTS OF ENDING BALANCE						
Non-spendable (9711-9719)	0	0	0			
Restricted (9740)	4,197,257	3,226,054	2,113,722			
Committed (9750 / 9760)	0	0	0			
Assigned (9780)	318,710	270,057	212,442			
Reserve for Economic Uncertainties (9789)	1,808,450	1,862,836	1,889,492			
Unappropriated Amounts (9790)	0	(0)	0			

Multi-Year Projections Assumptions:	 ·	 

Disclosure of Collective Bargaining Agreement
School District: Oak Park Unified School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

4 Chata Bassaca Chandrad	(amounts from page 4)				
State Reserve Standard	2022-23	2023-24	2024-25		
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 58,274,500 \$	59,180,933 \$	59,625,205		
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%		
c. State Standard Minimum Reserve Amount for this District	\$ 1,748,235 \$	1,775,428 \$	1,788,756		
(Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)					

2. Budgeted <u>Unrestricted</u> Reserve (After Impact of Proposed Agreement)

	2022-23	2023-24	2024-25
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 1,808,450 \$	1,862,836 \$	1,889,492
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0 \$	0 \$	0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 1,688,020 \$	1,688,020 \$	1,688,020
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0 \$	0 \$	0
e. Total District Budgeted Unrestricted Reserves	\$ 3,496,470 \$	3,550,856 \$	3,577,512

3. Do Unrestricted reserves meet the state standa	rd minimum reserve amount?  X Yes
	No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.								
We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.								
District Superintendent (Signature)    TETT-DAVIS   4/10/23   Printed Name   Date								
District Chief Business Official Printed Name    Apart								

#### OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE AND CONFIDENTIAL SALARY SCHEDULE 2022-23 SCHOOL YEAR

Board Proposed: April 25, 2023 ~ 8.0% Effective: January 1, 2023

Board Proposed: April 25, 2023 ~ 8.0%	DANICE	CTED 4	CTED 0	CTED 2		Effective: Janua	
JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	DAYS
CONFIDENTIAL-Rates listed as Monthly a	nd Annually						
Administrative Assistant		5,137.84	5,446.12	5,772.88	6,119.26	6,486.42	12 Month
, anning and a residual t		61,654.12	65,353.47	69,274.59	73,431.17	77,837.03	
Business Department Assistant	A	5,137.84	5,446.12	5,772.88	6,119.26	6,486.42	12 Month
		61,654.12	65,353.47	69,274.59	73,431.17	77,837.03	
Executive Assistant	 B.1	5,912.44	6,269.07	6,644.83	7,043.82	7,468.75	12 Month
		70,949.22	75,228.82	79,737.91	84,525.82	89,625.05	
Executive Assistant and Communications	 B.2	7,828.19	8,300.38	8,797.89	9,326.16	9,888.80	12 Month
Coordinator		93,938.26	99,604.56	105,574.69	111,913.96	118,665.56	
ADMINISTRATION - Rates listed as Daily a	I and Annually						
Director Child Nutrition Services		422.66	435.33	448.41	461.88	475.73	222
		93,829.52	96,644.13	99,546.46	102,536.51	105,611.78	
Director Fiscal Services	 E	575.35	592.62	610.39	628.72	647.57	222
		127,727.65	131,562.34	135,507.30	139,575.08	143,760.65	
Middle School Dean	 F	522.15	542.43	561.37	580.20	599.21	195
		101,819.70	105,773.61	109,467.74	113,139.85	116,844.99	
Program Specialist	 G.1	556.28	573.16	589.92	607.21	624.97	200
Director of Early Childhood Education		111,256.27	114,631.91	117,984.97	121,441.91	124,993.67	
Middle School Assistant Principal	 G.2	563.69	580.60	598.02	615.96	634.45	200
		112,737.49	116,119.90	119,603.93	123,191.82	126,890.35	
High School Assistant Principal		594.64	612.46	630.79	649.74	669.26	205
Principal OVHS/OPIS		121,902.02	125,554.15	129,312.74	133,196.32	137,197.92	
Director Extended Care		582.79	599.53	616.73	634.49	652.75	220
		128,213.74	131,897.14	135,679.90	139,586.84	143,605.55	
Elementary School Principal	 J	610.54	628.07	646.10	664.70	683.83	210
		128,213.40	131,895.34	135,681.59	139,586.39	143,604.99	
Middle School Principal	K	620.23	638.04	656.37	675.21	694.67	222
		137,690.31	141,645.31	145,713.08	149,896.15	154,217.06	
Director Student Support & School Safety	K	620.23	638.04	656.37	675.21	694.67	215
		133,348.73	137,179.01	141,118.52	145,169.69	149,354.36	
Director Pupil Services	 L	666.30	686.28	706.89	728.08	749.92	222
		147,918.65	152,354.86	156,928.91	161,633.30	166,483.05	
Director Bond Programs, Sustainability,	 L	666.30	686.28	706.89	728.08	749.92	222
Maintenance, and Operations		147,918.65	152,354.86	156,928.91	161,633.30	166,483.05	
Director Educational Technology	 L	666.30	686.28	706.89	728.08	749.92	222
and Information Systems		147,918.65	152,354.86	156,928.91	161,633.30	166,483.05	
High School Principal		691.63	711.14	730.62	750.25	769.71	222
		153,542.86	157,873.80	162,197.22	166,555.73	170,876.65	
Assistant Superintendent,		767.42	790.44	814.15	838.57	863.74	222
Educational Services		170,367.86	175,478.27	180,741.57	186,162.76	191,749.37	
Assistant Superintendent,		767.42	790.44	814.15	838.57	863.74	222
Human Resources		170,367.86	175,478.27	180,741.57	186,162.76	191,749.37	
Assistant Superintendent,		767.42	790.44	814.15	838.57	863.74	222
Business Services		170,367.86	175,478.27	180,741.57	186,162.76	191,749.37	

# OAK PARK UNIFIED SCHOOL DISTRICT PRE-SCHOOL SALARY SCHEDULE PSH - HOURLY

# **2022-23 SCHOOL YEAR**

Board Proposed : April 25, 2023 8.0% Effective: January 1, 2023

JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	<b>WORK YEAR</b>
PRE-SCHOOL PERSONNEL							
Preschool Extended Care Assist	PSH 000	18.30	19.35	20.47	21.72	22.99	188 Day
Pre-school Assistant	PSH 001	19.89	21.10	22.40	23.74	25.15	188 Day
Pre-school Specialist	PSH 002	30.59	32.42	34.35	36.41	38.60	188 Day
Pre-school Specialist - Art	PSH 002	30.59	32.42	34.35	36.41	38.60	188 Day
Lead Pre-School Specialist	PSH 003	31.74	33.62	35.65	37.77	40.05	188 Day

TO:	MEMBERS, BOARD OF EDUCATION						
FROM:	DR. JEFF DAV	VIS, SUPERINTENDENT	,				
DATE:	APRIL 25, 202	3					
SUBJECT:		MMENDMENT TO BOAI ISIVE LOCAL PLAN FO		CATION ACTION			
ISSUE:		strative Regulation (AR) 0		to Board Policy (BP) and ive Local Plan for Special			
BACKGROU	LAW (A make p agency and for generate 2022) w to July develop	AB 181, 2022) requiring the publicly available the spector (LEA) generates for their the SELPA, to report to makes for the SELPA. All which extends the timeline for 1, 2027. A template for	e State Superintendial education fundi Special Education lember LEA's the amber LEA's the amber developing an annothe annual assuran	updated to reflect NEW ent of Public Instruction to ng each local educational Local Plan Area (SELPA), nount of funding each LEA ect NEW LAW (AB 181, ual assurances support plan nces support plan will be are being submitted with			
ALTERNATIV	Specia 2. Appro Specia 3. Do no	ove amendment to BP and A al Education as first and fin ove amendment to BP/AR 0 al Education as first readin ot approve amendment to B al Education.	al reading. 430 and – Compreh g.	ensive Local Plan for			
RECOMMEN	NDATION: Alte	ernative #1					
			Respec	etfully submitted,			
				vis, Ed.D., ntendent			
Board Action:	On motion of	, seconded by	<i>'</i>	_, the Board of Education:			
VOTE: Hardy Helfstein Lantsman Moynihan Wang Student Rep.	AYES	NOES	ABSTAIN	ABSENT			

Series 0000

Philosophy, Goals, Objectives & Comprehensive Plans

AR 0430

### Comprehensive Local Plan For Special Education

#### **Definitions**

Free appropriate public education (FAPE) means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education, including the requirements of 34 CFR 300.1-300.818; include appropriate preschool, elementary school, or secondary school education for individuals between the ages of 3 and 21; and are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR 300.320-300.324. (Education Code 56040; 34 CFR 300.17, 300.101, 300.104)

Least restrictive environment means that, to the maximum extent appropriate, students with disabilities, including individuals in public or private institutions or other care facilities, be educated with individuals who are nondisabled, including the provision of nonacademic and extracurricular services and activities. - Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. - (Education Code 56040.1; 34 CFR 300.107, 300.114, 300.117)

#### **Elements of the Local Plan**

The local plan developed by the Special Education Local Plan Area (SELPA) shall include, but not be limited to: (Education Code 56122, 56205, 56206)

- 1. Policies, procedures, and programs, that are consistent with state laws, regulations, and policies and 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201 governing the following:
  - a. Free appropriate public education
  - b. Full educational opportunity
  - c. Child find and referral
  - d. Individualized education programs, including development, implementation, review, and revision
  - e. Least restrictive environment
  - a.f. Procedural safeguards
  - **f.**q. Annual and triennial assessments
  - g.h. Confidentiality
  - h.i. Transition from the Infants and Toddlers with Disabilities programs pursuant to 20 USC 1431 to the preschool program

Series 0000

Philosophy, Goals, Objectives & Comprehensive Plans

AR 0430

- i.j. Children in private schools
- j-k. Compliance assurances, including general compliance with the federal Individuals with Disabilities Education Act (20 USC 1400-1482), Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), the federal Americans with Disabilities Act of 1990 (42 USC 12101-12213), related federal regulations, and Education Code 56000-56865
- k./. A description of the governance and administration of the local plan in accordance with Education Code 56205(a)(12)
- **L.m.** Personnel qualification to ensure that personnel, including special education teachers and personnel and paraprofessionals are appropriately and adequately prepared and trained in accordance with Education Code 56058 and 56070 and 20 USC 1412(a)(14) and 1413(a)(3)
- m.n. Performance goals and indicators
- n.o. Participation in state and districtwide assessments, including assessments described in 20 USC 6301 et seq. and alternate assessments in accordance with 20 USC -1412(a)(16), and reports relating to assessments
- ••p. Supplementation of state, local, and other federal funds, including nonsupplantation of funds
- p.q. Maintenance of financial effort
- e.r. Opportunities for public participation before adoption of policies and procedures
- **r.s.** Suspension and expulsion rates
- b.t. Access to instructional materials by blind individuals with exceptional needs and others with print disabilities in accordance with 20 USC 1412(a)(23)
- s.u. Overidentification and disproportionate representation by race and ethnicity of children as individuals with exceptional needs, including children with disabilities with a particular impairment described in 20 USC 1401 and 1412(a)(24)
- e.v. Prohibition of mandatory medication use pursuant to Education Code 56040.5 and 20 USC 1412(a)(25)
- 2.1. An annual budget plan, including descriptions of the SELPA's allocation plan in accordance with Education Code 56836-56845, all revenues by revenue source received by the SELPA specifically for the purpose of special education, a breakdown of the distribution of funds to each local educational agency (LEA) within the SELPA, projected total special education expenditures by each LEA, projected total expenditures by the SELPA and the LEAs within the SELPA, projected funding to be received specifically for regionalized operations, and a breakdown of projected SELPA operating expenditures

Series 0000

Philosophy, Goals, Objectives & Comprehensive Plans

AR 0430

- 3.2. An annual service plan, describing the services to be provided by each LEA, regardless of whether the LEA participates in the local plan, including the nature of the services and the physical location at which the services will be provided. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.
- **4.3**. Beginning July 1, <del>2023</del>2027, an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:
  - a. HowSupport the governing board of the SELPA will support provide to participating agencies in achieving the goals, actions, and services identified in their local control and accountability plans
  - b. How The ways in which the governing board of the SELPA will connect any participating agencies in need of technical assistance to the statewide system of support
  - c. The services, technical assistance, and support the governing board of the SELPA will provide to meet the required policies, procedures, and programs specified in Education Code 56205
- 2.4. A description of programs for early childhood special education from birth through five years of age
- 5. A description of the method by which members of the public, including parents/guardians of individuals with disabilities exceptional needs who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205
- 3.6. A description of a dispute resolution process, including mediation and arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan
- 6.7. Verification that the plan has been reviewed by the community advisory committee in accordance with Education Code 56205 and that the committee had at least 30 days to conduct this review before submission of the local plan to CDE
- 7.8. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303
- 8.9. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools, the method of ensuring that all requirements of each student's IEP are being met, and a method for evaluating whether the student is making appropriate educational progress
- 9.10. A description of how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environment

Series 0000

Philosophy, Goals, Objectives & Comprehensive Plans

AR 0430

The local plan, annual budget plan, annual service plan, and annual assurances support plan shall be written in language that is understandable to the general public. - They shall be adopted at a public hearing of the SELPA, for which notice of the hearing shall be posted in each school in the SELPA at least 15 days before the hearing. - (Education Code 56205)

### Availability of the Plan

The Superintendent or designee shall post on the district's web site the approved local plan, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans. - A complete copy of the local plan, annual budget plan, annual service plan, annual assurances support plan, and policies and procedures shall be held on file in the district office and shall be accessible to any interested party. (Education Code 56205.5)

Adopted: 9-17-02

Amended: 3-08, 2-16-21, 4-25-23

Series 0000

Philosophy, Goals, Objectives & Comprehensive Plans

BP 0430

# Comprehensive Local Plan For Special Education

The Governing Board recognizes its obligation to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district.

In order to meet the needs of individuals with disabilities, the district shall participate as a member of a Special Education Local Plan Area (SELPA) with other districts and the county office of education pursuant to Education Code 56195.1.

The district shall enter into agreements with other members of the SELPA in accordance with Education Code 56195.1 and 56195.7. Consistent with these agreements, the district shall adopt policies governing the programs and services it operates. (Education Code 56195.8)

The Superintendent or designee shall work with the other members of the SELPA to develop a local plan for the education of individuals with disabilities. The plan shall be approved by the Board and the other members of the SELPA and shall be submitted to the SPI. (Education Code 56195.1)

Each year, the Superintendent or designee shall provide to the Board any data and/or information regarding the special education funding generated by the district as supplied by the SPI and the SELPA in accordance with Education Code 56836.148.

The local plan shall be reviewed at least once every three years and updated as needed to ensure the information contained in the plan remains relevant and accurate. - The local plan shall be updated cooperatively by a committee of representatives of special and regular education teachers and administrators selected by the groups they represent and with participation by parent/guardian members of the community advisory committee, or parents/guardians selected by the community advisory committee, to ensure adequate and effective participation and communication. (Education Code 56195.9)

Special education programs and services shall be reviewed on an ongoing basis. The results of such evaluations shall be used to identify and correct any program deficiencies.

The results of such evaluations shall be used to identify and correct any program deficiencies.

Adopted: 12-40-01

Amended: 9-17-02, 2-16-21, 4-25-23

TO:	MEMBERS, BOARD OF EDUCATION								
FROM:	DR. JEFF DAVIS, SUPERINTENDENT								
DATE:	<b>APRIL 25, 2023</b>								
SUBJECT:		APPROVE AMMENDMENT TO BOARD POLICY AND ADMINISTRATIVE REGULATION 0450 COMPREHENSIVE SAFETY PLAN  ACTION							
ISSUE:		Board of Education appeared ve Regulation (AR) 04:		to Board Policy (BP) and ve Safety Plan?					
BACKGROU	response plate to the Califor response draw (AB 1 identified by related to imadopt, and u Act (IDEA)	n and add material regarmia Department of Edu ills conducted at dist 81, 2022), which state State Board of Educa provements in services pdate on an annual base	rding the district's cation pertaining trict schools. AR es Beginning Julytion (SBE) as need for students with sis, an Individual ne template adopte	to approval of the tactical requirement to provide data to lockdown or multi-option updated to reflect NEW 71, 2025, if the district is eding an improvement plan disabilities, the Board shall with Disabilities Education ed by SBE. BP/AR 0450 are					
ALTERNATI	reading.  2. Approve ame		- Comprehensive	Safety Plan as first and final Safety Plan as first reading. Ehensive Safety Plan.					
RECOMMEN	NDATION: Alternati	ive #1	Respe	ectfully submitted,					
				avis, Ed.D., intendent					
Board Action:	On motion of	, seconded by		, the Board of Education:					
VOTE: Hardy Helfstein Lantsman Moynihan Wang Student Rep.	AYES	NOES	ABSTAIN	ABSENT					

Series 0000 Philosophy, Goals, Objectives and Comprehensive Plans

BP 0450

#### **Comprehensive Safety Plan**

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. - (Education Code 32281, 32286)

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

#### **Tactical Response Plan**

Notwithstanding the process described above, any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if -they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials and approve the tactical response plan, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

Access to Safety Plan(s) Access and Reporting

Series 0000 Philosophy, Goals, Objectives and Comprehensive Plans

BP 0450

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multioption response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

Adopted: 12-4-01

Amended: 9-17-02, 3-22-05, 3-08, 3-20-12, 12-06-2016, 1-23-19, 4-25-23

Series 0000 Philosophy, Goals, Objectives and Comprehensive Plans

AR 0450

# Comprehensive Safety Plan

Development and Review of Comprehensive School Safety Plan

The school site council shall consult with local law enforcement, the local fire department, and other first responders in the writing and development of the comprehensive school safety plan. When practical, the school site council shall also consult with other school site councils and safety planning committees. (Education Code 32281, 32282)

(cf. 0420 - School Plans/Site Councils)

The school site council may delegate the responsibility for developing a comprehensive safety plan to a school safety planning committee composed of the following members: (Education Code 32281)

- 1. The principal or designee
- 2. One teacher who is a representative of the recognized certificated employee organization
- 3. One parent/guardian whose child attends the school
- 4. One classified employee who is a representative of the recognized classified employee organization
- 5. Other members, if desired

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(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
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Before adopting the comprehensive safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: (Education Code 32288)

- 1. The local mayor
- 4.2. A representative of the local school employee organization
- 2.3.A representative of each parent/guardian organization at the school, including the parent teacher association and parent teacher clubs

Series 0000 Philosophy, Goals, Objectives and Comprehensive Plans

AR 0450

- 2.4. A representative of each teacher organization at the school
- 3.5. A representative of the school's student body government
- 4.6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

- 1. Representatives of local religious organizations
- 2. Local civic leaders
- 3. Local business organizations

#### **Content of the Safety Plan**

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

The plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

- 1. Child abuse reporting procedures consistent with Penal Code 11164-11174.3
  - Routine and emergency disaster procedures including, but not limited to:
     Adaptations for students with disabilities in accordance with the Americans with Disabilities Act
  - b. An earthquake emergency procedure system in accordance with Education Code 32282
  - c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

Series 0000 Philosophy, Goals, Objectives and Comprehensive Plans

AR 0450

- 3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations
- 4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079
- 5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4
- 6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"
- 7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school
- 8. A safe and orderly school environment conducive to learning
- 9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5
- 10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions

Among the strategies for providing a safe environment, the comprehensive safety plan may also include:

- 1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution
- 2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations
- 3. Strategies aimed at preventing potential incidents involving crime and violence on school campuses, including vandalism, drug and alcohol abuse, gang membership and violence, hate crimes, bullying, including bullying committed personally or by means of an electronic act, teen relationship violence, and discrimination and harassment, including sexual harassment

Series 0000 Philosophy, Goals, Objectives and Comprehensive Plans

AR 0450

Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education and literacy, character/values education, social and emotional learning, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence

- Parent/guardian involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus
- 5. Annual notification to parents/guardians related to the safe storage of firearms
- 3.6. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students
- 1.7. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction
- **4.**8.District policy related to prohibiting the possession of firearms and ammunition on school grounds
- 5.9. Measures to prevent or minimize the influence of gangs on campus
- 2.10. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime
- 11. Procedures for the early identification and threat assessment of, and appropriate response to, suspicious and/or threatening digital media content
- 6.12. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus
- 7.13. Independent security assessment of the school's network infrastructure and selected web applications to identify vulnerabilities and provide recommendations to improve cybersecurity
- **8.14.** Guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, school resource

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AR 0450

officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:

- a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement
- b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support
- c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity
- 3.15. Strategies for suicide prevention and intervention
- 16. District policy and/or plan related to pandemics
- 9.17. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff
- 4.18. Crisis prevention and intervention strategies, which may include the following:
  - a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate
  - b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)
  - c. Assignment of staff members responsible for each identified task and procedure
  - d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan
  - e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media
  - f. Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders

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AR 0450

- g. Development of a method for the reporting of violent incidents
- h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling
- 19. Training on assessment and reporting of potential threats, violence prevention, and intervention techniques, including Such training shall include preparation to implement the elements of the safety plan
- 20. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants
- 21. Continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible

Adopted: 12-4-01

Amended: 9-17-02, 11-04, 3-08, 11-1, 12-06-16,1-23-19, 4-25-23

TO:	MEM	BERS, BOAF	RD OF EDUCATION						
FROM:	DR. J	EFF DAVIS,	SUPERINTENDENT						
DATE:	APRI	L 25, 2023							
SUBJECT:		APPROVE AMMENDMENT TO BOARD POLICY AND ADMINISTRATIVE REGULATION 0460 LOCAL CONTROL AND ACCOUNTABILITY PLAN ACTION							
ISSUE:				•	to Board Policy (BP) and and Accountability Plan?				
BACKGROU	JND:	Board Policy updated to reflect NEW LAW (AB 181, 2022), which states, by January 31, 2025, an Individuals with Disabilities Education Act (IDEA) Addendum adopted by the State Board of Education (SBE) shall be completed by districts which are identified by the California Department of Education (CDE) as needing an improvement plan. Additionally, policy is updated to reflect NEW LAW (AB 181, 2022) requiring the LCAP parent advisory committee to include at least a parent/guardian of currently enrolled students with disabilities. Policy also updated to reflect NEW LAW (SB 997, 2022), which requires, beginning July 1, 2024, districts serving middle or high school students to include two students as full members of the existing parent advisory committee or establish a student advisory committee to provide advice to the Board and the Superintendent or designee. AR updated to reflect NEW LAW (AB 181, 2022), which states Beginning July 1, 2025, if the district is identified by State Board of Education (SBE) as needing an improvement plan related to improvements in services for students with disabilities, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. BP/AR 0460 are being submitted with recommendations from CSBA.							
ALTERNAT	IVES:	first and fina 2. Approve a first reading	al reading. Amendment to BP/AR 0	460 Local Control a	and Accountability Plan as and Accountability Plan as Control and Accountability				
RECOMME	NDATIO	ON: Alternat	ive #1						
				Respec	tfully submitted,				
					vis, Ed.D., itendent				
Board Actions	On mot	ion of	, seconded by		_, the Board of Education:				
VOTE: Hardy Helfstein Lantsman Moynihan Wang Student Rep.		AYES	NOES	ABSTAIN	ABSENT				

Series 0000

Philosophy, Goals, Objectives & Comprehensive Plans

BP 0460

# Local Control and Accountability Plan

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

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and two subsequent fiscal years. - (Education Code 52060, 52064; 5 CCR 15494-15497)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). - (Education Code 42238.02)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. -(Education Code 52052)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education) (cf. 6173 - Education for Homeless Children)

Beginning July 1, 2025, if the district is identified by the California Department of Education (CDE) as needing an improvement plan pursuant to 34 CFR 300.600-300.647, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. However, if the district adopts an improvement plan after being identified, but before July 1, 2025, the IDEA Addendum shall be developed upon expiration of the adopted improvement plan, but no later than July 1, 2028, whichever occurs first. The IDEA addendum shall be developed, reviewed, and approved in conjunction with and in the same manner as the LCAP and the annual update to the LCAP, and shall be submitted to CDE within 15 days of adoption by the Board. (Education Code 52064.3)

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. - (Education Code 52062)

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*BP 0460* 

The LCAP shall also be aligned with other district and school plans, to the extent possible, in order to minimize duplication of effort and provide clear direction for program implementation.

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. - (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. - (Education Code 52075)

#### **Plan Development**

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. - Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. - (Education Code 52060; 5 CCR 15495)

#### **Public Review and Input**

The Board shall establish a parent advisory committee to review and comment provide advice on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students as defined above and parents/guardians of students with disabilities. (Education Code 52063; 5 CCR 15495)

Beginning July 1, 2024, unless a student advisory committee is established to provide advice to the Board and Superintendent, two students shall be included as full members of the parent advisory committee. The students shall serve for a renewable term of one full school year. (Education Code 52063)

Student members of the parent advisory committee or the student advisory committee shall represent the diversity of the district's students, including geographical, socioeconomic, cultural, physical, and educational diversity, and particular effort shall be made to reach out to at-risk or disadvantaged students to serve as members of such committees. (Education Code 52063)

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BP 0460

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. - (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. - (Education Code 52062)

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. - (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. - (Education Code 52062)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. - (Education Code 42127, 52062)

#### **Adoption of the Plan**

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. - (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. - (Education Code 52062)

**Submission of Plan to County Superintendent of Schools** 

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Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. - (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. - If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. - (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. - (Education Code 52071)

## **Monitoring Progress**

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. -Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

The Superintendent or designee shall seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 or 20 USC 6311 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

Adopted: 6-17-14

Amended: 6-16-15,4-18-17, 2-19-19, 1-21-2020, 4-25-23

## OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 0000

Philosophy, Goals, Objectives & Comprehensive Plans AR 0460

### Local Control and Accountability Plan

#### **Goals and Actions Addressing State and Local Priorities**

The district's local control and accountability plan (LCAP) and annual updates shall include, for the district and each district school: - (Education Code 52060)

- 1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:
  - a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002
  - b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency
  - c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities
  - d. Student achievement, as measured by all of the following as applicable:
    - 1)i. Statewide assessments of student achievement
    - 2)ii. The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University; have successfully completed career technical education (CTE) sequences or programs of study that align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302,

# OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 0000 Philosophy, Goals, Objectives & Comprehensive Plans AR 0460

52372.5, or 54692; and have successfully completed both college entrance courses and CTE sequences or programs

- 3)iii. The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
- 4)iv. The English learner reclassification rate
- 5)v. The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher
- 6)vi. The percentage of students who demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301
- e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable
- f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable
- g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03
- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable
- 2. Any goals identified for any local priorities established by the Board.
- 3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in itemsItems #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider

## OAK PARK UNIFIED SCHOOL DISTRICT ADMINISTRATIVE REGULATION

Series 0000 Philosophy, Goals, Objectives & Comprehensive Plans AR 0460 qualitative information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. - (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. - (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. - (Education Code 52060)

#### **Increase or Improvement in Services for Unduplicated Students**

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: - (5 CCR 15496)

- 1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
- 2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
- 3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

#### Availability of the Plan

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, including the IDEA Addendum as applicable, and the LCFF budget overview for parents/guardians on the homepage of the district's web site. - (Education Code 52064.1, 52064.3, 52065)

Adopted: 10-13

Amended: 6-16-15, 12-05-17, 2-19-19, 1-21-20, 4-25-23

TO:	MEM	MBERS, BOARD OF EDUCATION							
FROM:	DR. JI	EFF DAVIS, S	SUPERINTENDENT						
DATE:	APRII	25, 2023							
SUBJECT:		OVE AMME RAM COMP	NDMENT TO BOARD	POLICY 3555	NUTRITION ACTION				
ISSUE:			Board of Education ap	prove amendme	nt to Board Policy 3555-				
BACKGROU	rimination includes alleged origin, age, sex, sexual pupdated to reflect United of 01-2022, "Application of on Complaint Processing," ludes discrimination on the also updated to include the educational agency shall be Education. BP 3555 is being								
ALTERNATI	IVES:	final reading 2. Approve a reading.		Jutrition Program					
RECOMMEN	NDATIO	N: Alternati	ve #1						
				Respe	ctfully submitted,				
					avis, Ed.D., ntendent				
Board Action:	On moti	on of	, seconded by _		_, the Board of Education:				
VOTE: Hardy Helfstein Lantsman Moynihan Wang Student Rep.		AYES	NOES	ABSTAIN	ABSENT				

Series 3000

Business and Non-Instructional Operations

BP 3555

#### Nutrition Program Compliance

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate on any basis prohibited by law.

#### **Compliance Coordinator**

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, to ensure compliance with the laws governing the district's nutrition programs.

The responsibilities of the compliance coordinator include, but are not limited to:

- 1. Providing the name of the compliance coordinator, and the Section 504 coordinator, and Title IX coordinator, if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties
- 2.—2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff
  - The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.
- 3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs
- 4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants
- 5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below
- 6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency
- 7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities

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- 8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet
- 9. Implementing procedures to process and resolve civil rights (complaints, including alleged discrimination) complaints on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, or disability, and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary
- 10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

#### **Notifications**

The compliance coordinator shall ensure that the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster, or a substitute poster approved by the USDA's Food and Nutrition Service, is displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs-, including program requirements and program availability. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be file anonymously or by a third party.

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, athe most current version of the nondiscrimination statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, menus, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

#### **Complaints of Discrimination**

A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, sexual orientation, gender identity, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at: any of the following: (5 CCR 15582)

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BP 3555

Mail: U.S. Department of Agriculture,
Office of the Assistant Secretary for Civil Rights,
1400 Independence Avenue, SW,
Washington, D.C. 20250-9410,

Phone: (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish), fax

Fax: (833) 256-1665 or (202) 690-7442, or email

Email: program.intake-@usda.gov

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

#### **Complaints Regarding Noncompliance with Program Requirements**

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses in relation to any child nutrition program specified in Education Code 49550-49564.5 shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints against a program operator that is not an educational agency shall be filed with or referred to CDE. (5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's parent/guardianduly authorized representative by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

- 1. A statement that the district has violated a law or regulation relating to its child nutrition program
- 2. The facts on which the statement is based
- 3. The name of the district or the school against which the allegations are made
- 4. The complainant's contact information
- 5. The name of the student if alleging violations regarding a specific student

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

Unless extended by written agreement with the complainant, the district's compliance coordinator shall

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investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district's receipt of the complaint. If the complainant is dissatisfied with the complaince coordinator's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board shall consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered pursuant to 5 CCR 4631. -When required by law, the matter shall be considered in closed session. The Board may decide not to consider the complaint, in which case the coordinator's decision shall be final.

If the Board considers the complaint, the Board's decision shall be sent to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. - (5 CCR 4632)

Adopted: 9-20-2016

Amended: 10-28-20, 04-25-23

MEMBE	RS, BOARI	O OF EDUCATION				
DR. JEF	F DAVIS, S	UPERINTENDENT				
APRIL 2	5, 2023					
S	hould the Bo	pard of Education appr	ove amendment t	ACTION to Board Policy (BP) 4030-		
			· · · · · · · · · · · · · · · · · · ·	(21) 1000		
ro p ii	eproductive landstronger in the productive landstronger in the production in the pro	health decision-making employer from requirelating to an employed	g as a form of pro- ring an applicant 's reproductive h	ohibited discrimination and t or employee to disclose nealth decision-making. BP		
	1. Approve amendment to BP 4030 Nondiscrimination in Employment as first and final reading.					
2	. Approve an	•	Nondiscrimination	n in Employment as first		
	•	rove amendment to BP	4030 Nondiscrin	nination in Employment.		
NDATION:	Alternativ	ve #1				
			Respe	ctfully submitted,		
				avis, Ed.D., ntendent		
On motion	of	, seconded by		_, the Board of Education:		
AY	ES	NOES	ABSTAIN	ABSENT		
	DR. JEF APRIL 2 APPROVINEMPL  SN IND: Broke print 4 IVES: 1. au 2 re 3 NDATION:	APRIL 25, 2023  APPROVE AMMENT  Should the Bound Policy reproductive prohibits an information reduced and final read 2. Approve an reading. 3. Do not apposed to the prohibits and the prohibits and final read 2. Approve and final read 3. Approve and the prohibits a	APPROVE AMMENDMENT TO BOARD IN EMPLOYMENT  Should the Board of Education appr Nondiscrimination in Employment?  ND: Board Policy updated to reflect Note reproductive health decision-making prohibits an employer from require information relating to an employed 4030 is being submitted with recommendation and final reading.  2. Approve amendment to BP 4030 Note and final reading.  3. Do not approve amendment to BP 4030 Note and approve amendment to BP 4030 Note and approve amendment to BP 4030 Note and approve amendment to BP 4030 Note approve amendment approve amendment approve amendment approve amendment approve amendment approve amendment approve amendment approve amendment approve amendment approve amendment approve amendment approve amendment approve amendment approve amendment approve amendment approve amend	APRIL 25, 2023  APPROVE AMMENDMENT TO BOARD POLICY 4030 IN EMPLOYMENT  Should the Board of Education approve amendment to Nondiscrimination in Employment?  IND: Board Policy updated to reflect NEW LAW (SB reproductive health decision-making as a form of prohibits an employer from requiring an applicant information relating to an employee's reproductive health decision-making as a form of prohibits an employer from requiring an applicant information relating to an employee's reproductive health decision-making as a form of prohibits an employer from requiring an applicant information reading to an employee's reproductive health decision-making as a form of prohibits an employer and employee's reproductive health decision-making as a form of prohibits an employee in requiring an applicant information reading.  2. Approve amendment to BP 4030 Nondiscrimination reading.  3. Do not approve amendment to BP 4030 Nondiscrimination reading.  Alternative #1  Respective Material Res		

Series 4000 Personnel BP 4030

#### Nondiscrimination In Employment

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that it district is necessary required to do so in order to comply with federal immigration law. - (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

- 1. Discrimination in hiring Hiring, compensation, terms, conditions, and other privileges of employment
- 2. Taking of an adverse employment action, actions such as termination or the denial of employment, promotion, job assignment, or training
- 1.3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's employee's work performance or creating an intimidating, hostile, or offensive work environment
- 4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
  - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status
  - **a.b.** Religious creed discrimination based on an employee's religious belief or observance,— including religious dress or grooming practices, or based on the

Series 4000 Personnel BP 4030

district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

- b.c. Requirement for a Requiring medical or psychological examination of a job applicant, or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
- e.d. Failure to make reasonable accommodation for the known physical or mental disability of an employee, or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. - (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign any document that releases a release of the employee's claim or right to file a claim against the district or to disclose a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful employment practices. acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other related prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination.

Series 4000 Personnel BP 4030

The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Department of Fair Employment and Housing, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

Adopted: 1-21-92

Amended: 9-17-02, 6-8-10, 9-18-12, 2-19-13, 2-16-16, 10-18-16, 5-16-17, 9-17-19, 4-25-23

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: 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 March 31st of the 2022-23 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

2022-23

Oak Park Unified 56-73874-0000000 FCMAT/CSIS Software 1.0.0.0 - 4/11/2023 10:37:47 AM

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Fund 01

Oak Park Unified 56-73874-0000000

# Cashflow Report 2nd Interim Budget Base Year 2022-23; Actuals Through the Month of March

	Object Range	Budget/Beg. Balance	2022 July	August	September	October	November	December	2023 January	Feburary
A. BEGINNING CASH		6,945,986	6,945,986	7,809,164	4,545,640	5,565,286	3,545,361	3,416,148	13,816,543	11,335,072
B. RECEIPTS										
LCFF Sources										
Principal Apportionment	8010-8019	32,836,040	1,082,220	1,082,220	4,949,597	1,947,997	1,947,997	4,949,596	1,947,997	1,647,170
Property Taxes	8020-8079	13,258,402	89,653	235	36,380	_	514,728	7,208,016	214,152	_
Miscellaneous Funds & LCFF Transfers	8080-8099	0	_	_	_	_	_	_	_	_
Federal Revenue	8100-8299	1,523,051	4,540	21	274,669	(139,327)	528,572	(162,568)	(297,009)	255,551
Other State Revenue	8300-8599	5,705,200	70,322	246,218	602,897	(146,723)	898,937	1,445,554	397,232	47,748
Other Local Revenue	8600-8799	6,115,814	371,209	277,633	670,446	716,711	488,535	423,579	386,437	442,069
Interfund Transfers in	8910-8929	0	_	_	_	_	_	_	_	_
All Other Financing Sources	8930-8999	0	_	_	_	_	_	_	_	_
TOTAL RECEIPTS		59,438,507	1,617,944	1,606,327	6,533,989	2,378,658	4,378,769	13,864,176	2,648,809	2,392,538
C. DISBURSEMENTS	_									
Certificated Salaries	1000-1999	25,154,377	207,725	2,511,593	2,414,016	2,392,964	2,424,338	2,403,626	2,402,869	2,392,565
Classified Salaries	2000-2999	8,278,089	255,214	726,209	780,238	735,409	759,357	730,541	715,774	740,166
Employee Benefits	3000-3999	12,488,666	133,082	1,187,959	1,202,943	1,194,621	1,200,640	1,187,627	1,184,849	1,188,096
Books and Supplies	4000-4999	2,832,648	127,897	615,477	548,612	61,547	98,699	19,484	82,709	191,995
Services	5000-5999	6,519,178	127,887	803,884	447,310	540,915	410,319	461,888	876,095	288,942
Capital Outlay	6000-6999	37,194	12,194	_	_	25,000	_	_	_	_
Other Outgo	7000-7499	453,856	2,011	16,529	3,620	9,143	18,138	3,620	3,620	7,393
Interfund Transfers Out	7600-7629	0	_	_	_	_	_	_	_	_
All Other Financing Uses	7630-7699	0	_	_	_	_	_	_	_	_
TOTAL DISBURSEMENTS		55,764,008	866,010	5,861,650	5,396,739	4,959,599	4,911,490	4,806,785	5,265,916	4,809,158
F NET INCOPRACE (DECORACE (D. C. C.)		1 000 022	002.470	(2.252.524)	1 010 545	(2.010.025)	(120.212)	10 400 205	(2.404.472)	/4 FCF 700\
E. NET INCREASE/DECREASE (B - C + D)	_	1,888,922	863,178	(3,263,524)	1,019,646	(2,019,925)	(129,213)	10,400,395	(2,481,472)	(1,565,798)
F. ENDING CASH (A + E)	_		7,809,164	4,545,640	5,565,286	3,545,361	3,416,148	13,816,543	11,335,072	9,769,273
G. ENDING CASH, PLUS CASH ACCRUALS AND ADUJETMENTS										

Oak Park Unified 56-73874-0000000

# Cashflow Report 2nd Interim Budget Base Year 2022-23; Actuals Through the Month of March

Fund 01

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	Object Range	Budget/Beg. Balance	2023 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
A. BEGINNING CASH	80	6,945,986	9,769,273	10,485,575	8,245,635	4,202,832				
B. RECEIPTS	_	0,545,580	3,703,273	10,463,373	6,243,033	4,202,032				
LCFF Sources			ļ							
Principal Apportionment	8010-8019	32,836,040	5,265,990	1,647,170	1,647,170	4,722,322	(1,406)	_	32,836,040	_
Property Taxes	8020-8079	13,258,402	4,841	5,195,238		-	(1,100)	_	13,263,243	(4,841)
Miscellaneous Funds & LCFF Transfers	8080-8099	0	- !	_	_	_	_	_	_	( ',5 '.2)
Federal Revenue	8100-8299	1,523,051	_ !	38,208	_	51,254	969,141	_	1,523,051	0
Other State Revenue	8300-8599	5,705,200	455,350	697,242	47,748	279,698	662,977	_	5,705,200	_
Other Local Revenue	8600-8799	6,115,814	418,313	511,051	480,053	493,387	436,392	_	6,115,814	(0)
Interfund Transfers in	8910-8929	0		_	_	-	_	_	_	—
All Other Financing Sources	8930-8999	0	_ !	_	_	_	_	_	_	_
TOTAL RECEIPTS		59,438,507	6,144,494	8,088,909	2,174,971	5,546,661	2,067,104		59,443,348	(4,841)
C. DISBURSEMENTS	_	33,430,307	5,244,454	0,000,503	2,2,4,3,1	3,340,001	2,007,204		33,443,545	(4,042)
Certificated Salaries	1000-1999	25,154,377	2,393,415	2,478,923	2,478,923	567,912	_	_	25,068,868	85,509
Classified Salaries	2000-2999	8,278,089	756,750	765,528	765,528	538,596	_	_	8,269,310	8,779
Employee Benefits	3000-3999	12,488,666	1,189,892	1,246,848	1,246,848	268,304	_	_	12,431,710	56,956
Books and Supplies	4000-4999	2,832,648	76,098	310,411	310,411	154,994	_	_	2,598,334	234,314
Services	5000-5999	6,519,178	459,384	561,542	561,542	877,312	_	_	6,417,020	102,158
Capital Outlay	6000-6999	37,194	-		_	-	_	_	37,194	(0)
Other Outgo	7000-7499	453,856	21,911	152,590	72,147	161,425	_	_	472,147	(18,291)
Interfund Transfers Out	7600-7629	0	_ !		-	_	_	_	_	(10,231)
All Other Financing Uses	7630-7699	0	_ !	_	_	_	_	_	_	_
TOTAL DISBURSEMENTS	_	55,764,008	4,897,449	5,515,844	5,435,401	2,568,543	_	_	55,294,584	469,424
E. NET INCREASE/DECREASE (B - C + D)	_	1,888,922	716,302	(2,239,940)	(4,042,803)	3,859,342	195,830	<u> </u>	1,312,017	
F. ENDING CASH (A + E)			10,485,575	8,245,635	4,202,832	8,062,174	_	_	_	
G. ENDING CASH, PLUS CASH ACCRUALS AND ADUJSTMENTS	_								8,258,004	

Oak Park Unified 56-73874-0000000

# Cashflow Report 2nd Interim Budget Base Year 2022-23; Actuals Through the Month of March

Fund 01

	Ohioat	Budget/Beg	2022						2023	
	Object Range	Budget/Beg. Balance	July	August	September	October	November	December	January	Feburary
D. BALANCE SHEET ITEMS				<del>_</del>					<del>-</del>	
Assets and Deferred Outflows										
Cash Not in Treasury	9111-9199	2,000	_	_	_	_	_	_	_	_
Accounts Receivable	9200-9299	3,280,157	346,086	148,801	290,879	431,491	2,123	527,389	366,104	77,180
Due From Other Funds	9310	68,434	(10,000)	_	<del>_</del> ,	7,448	<del>_</del> -	<del>_</del> ,	_	_
Stores	9320	0	_	_	_	_	_	_	_	_
Prepaid Expenditures	9330	188,598	_	_	(33,600)	82,480	17,375	_	(2,500)	_
Other Current Assets	9340	0	_	_	_	_	_	_	_	_
Deferred Outflows of Resources	9490	0	_	_	_	_	_	_	_	_
SUBTOTAL		3,539,189	336,086	148,801	257,279	521,419	19,498	527,389	363,604	77,180
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599	4,912,631	4,814,843	(842,998)	223,198	(39,598)	(384,011)	(814,015)	227,969	(790,689)
Due To Other Funds	9610	38,198	_	_	_	_	_	_	_	_
Current Loans	9640	0	(4,590,000)	_	_	_	_	_	_	_
Unearned Revenues	9650	373,938	_	_	151,686	_	_	(1,600)	_	17,048
Deferred Inflows of Resources	9690	0	_	_	_	_	_	_	_	_
SUBTOTAL		5,324,766	224,843	(842,998)	374,884	(39,598)	(384,011)	(815,615)	227,969	(773,641)
Nonoperating										
Suspense Clearing	9910	0	_	_	_	_	_	_	_	_
TOTAL BALANCE SHEET ITEMS		(1,785,577)	111,243	991,799	(117,605)	561,017	403,508	1,343,004	135,635	850,822
E. NET INCREASE/DECREASE (B - C + D)		1,888,922	863,178	(3,263,524)	1,019,646	(2,019,925)	(129,213)	10,400,395	(2,481,472)	(1,565,798)
F. ENDING CASH (A + E)	_	,,-	7,809,164	4,545,640	5,565,286	3,545,361	3,416,148	13,816,543	11,335,072	9,769,273
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS	_		.,,	.,,	-,,	-,- :-,	-,,2	,,	-,,	2,122,22

Oak Park Unified 56-73874-0000000

# Cashflow Report 2nd Interim Budget Base Year 2022-23; Actuals Through the Month of March

Fund 01

	Object	Budget/Beg.	2023				ĺ			
	Range	Balance	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	3,280,157	(2,413)	_	_	_	(2,067,104)	_	120,536	
Due From Other Funds	9310	68,434	-	_	_	_	70,987	_	68,434	
Stores	9320	0	-	_	_	_	_	_	_	
Prepaid Expenditures	9330	188,598	122,343	_	_	_	124,843	_	310,941	
Other Current Assets	9340	0	-	_	_	_	_	_	_	
<b>Deferred Outflows of Resources</b>	9490	0	_	_	_	_	_	_	_	
SUBTOTAL		3,539,189	119,930	_	_	_	(1,871,275)	_	499,912	
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599	4,912,631	649,073	223,005	782,373	(1,126,227)	_	_	2,922,923	
Due To Other Funds	9610	38,198	_	_	_	38,198	_	_	38,198	
Current Loans	9640	0	-	4,590,000	_	_	-	_	_	
Unearned Revenues	9650	373,938	1,600	_	_	206,805	_	_	375,538	
Deferred Inflows of Resources	9690	0	_	_	_	_	_	_	_	
SUBTOTAL		5,324,766	650,673	4,813,005	782,373	(881,225)	_	_	3,336,658	
Nonoperating										
Suspense Clearing	9910	0		_	_	_	_	_	_	
TOTAL BALANCE SHEET ITEMS		(1,785,577)	(530,743)	(4,813,005)	(782,373)	881,225	(1,871,275)	_	(2,836,746)	
E. NET INCREASE/DECREASE (B - C + D)		1,888,922	716,302	(2,239,940)	(4,042,803)	3,859,342	195,830	_	1,312,017	
F. ENDING CASH (A + E)	_		10,485,575	8,245,635	4,202,832	8,062,174	_	_	_	
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS	_								8,258,004	

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: 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 April 13, 2022?

**BACKGROUND:** As an ongoing tool to assist the Administration and Board in implementing

and managing the District's Measure S bond program and master plan, the Business Office, in conjunction with its construction management team, has produced the following monthly status report on the progress of authorized

Measure S bond projects for the Board's information and review.

**FISCAL IMPACT:** None - for information only.

**RECOMMENDATION:** None - for information only.

Prepared by: Brendan Callahan, Director of Bond Programs, Sustainability, Maintenance & Operations

Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

....

Jeff Davis, Ed.D. Superintendent

# Consolidated Budget Status Report Budgets versus Commitments and Expenditures for multiple Projects



	Budget	Expen	ditures
School/Project Name	Total Budget	Total Expenditures	Remaining Against Commited
Measure S Management			-
1MS - Plan Svc	155,160	155,160	-
1MS - Prgm Mgmt Salary (1) (3)	2,037,294	1,287,002	237,128
1MS - Plan Services (1) (3) (4)	120,221	192,773	(72,552)
1MS Equip & SuppleExp (1) (4)	251,050	243,787	652
1MS - CM Services	474,563	454,493	-
	3,038,288	2,333,215	165,228
Brookside Elementary School	50.400	50.400	-
BES - Security Fencing	58,490	58,490	-
BES - Mod	10,000	10,000	-
BES - 17-47S (1) (3) (4)	1,390,256	1,285,364	-
BES - HVAC System Upgrade, BLDG 200 & 300	3,400	3,400	-
BES - 18-18S (1) (2) (3) (4)	3,653,750	330,492	-
BES - 19-28S BES - 19-30S	11,200	11,200	-
	25,034 48,357	25,034 47,467	-
BES - 20-17S (1) BES - 20-16S (1)	48,357 67,859	47,467 67,859	-
DE3 - 20-103 (1)	5,268,346	1,839,306	<u>-</u>
District Office	0,200,040	1,000,000	-
DO - 19-17S (1) (3) (4)	255,011	65,222	144,709
DO - Fencing	12,416	12,416	-
	267,427	77,638	144,709
District Wide			-
DW - Badges	9,586	9,586	-
DW - Solar Prj (2)	7,120,121	7,123,344	-
DW - Camera Prj	374,597	374,597	-
DW - Landscp Impr	19,000	19,000	-
DW - Security	14,669	14,669	-
DW - Furniture	184,588	184,588	-
DW - Furniture & Equip.	12,319	12,319	-
DW - 18-33S (1) (3)	256,055	247,807	-
DW - 19-08S (1) (2) (3)	34,203	34,203	-
DW - Collab Furn	200,000	195,708	335
DW - King James Court DW - 19-31S	15,700 45,367	15,700 45,367	-
DW - 19-313 DW - 20-04S	45,367 102,774	45,367 68,620	33,033
DW - 20-10S	61,034	61,034	33,033
DW - 20-21S	105,808	102,733	_
DW - 20-23S (1)	366,354	222,416	132,889
DW - 22-05S	400,000	314,666	130,503
DW - 22-07S (1)	95,246	95,246	-
DW - 22-08S (2)	221,741	221,741	_
DW - 22-03S (1) (3)	21,555	2,456	19,000
	9,660,718	9,365,799	315,759
Medea Creek Middle School			-
MCMS - Roof Replacement	60,316	60,316	-
MCMS - HVAC	331,787	331,787	-
MCMS - Mod	10,000	10,000	<u>-</u>
MCMS - 17-35S (2) (3)	1,506,394	1,588,890	1,928
MCMS - Fencing	42,630	42,630	-
Colbi Technologies Inc. (c)	Page 1 of 4		

# Consolidated Budget Status Report Budgets versus Commitments and Expenditures for multiple Projects



	Budget	Expen	ditures
School/Project Name	Total Budget	Total Expenditures	Remaining Against Commited
MCMS - Sidewalk and Handrail Installation, Buildin	26,937	26,937	-
MCMS - 18-21S (1) (3)	54,133	5,189,770	36,061
MCMS - MPR Roof Replacement (3)	160,135	165,457	-
MCMS - Library	3,500	3,500	-
MCMS - Add/Improve Counseling Office	32,109	35,459	-
MCMS - Safety/Security Gates @ MCMS	89,827	89,827	-
MCMS - 18-45S (1) (3) MCMS - EV Charging Station	45,283 17,794	45,283 17,794	-
MCMS - 19-05S	75,609	75,609	_
MCMS - 19-15S	60,845	60,845	_
MCMS - 20-12S (1) (4)	20,707	20,707	_
MCMS - 21-02S	14,900	14,900	-
	2,552,907	7,779,711	37,988
Oak Hills Elementary School			-
OHES - HVAC Replacement	139,837	133,652	-
OHES - Mod	15,000	15,000	-
OHES - Fence OHES - 19-09S/18-19S (1) (2)	48,845 468,217	48,845 215,220	-
OHES - 19-093/10-193 (1) (2)	12,400	12,400	-
OHES - Running Track	29,555	29,555	-
OHES - Safety & Security Fencing (3)	135,042	120,517	174
OHES - K FLRS	19,223	19,223	- · · · · -
OHES - 19-29S	11,732	11,732	-
OHES - 20-03S (1)	66,881	66,881	-
OHES - 22-06S (1)	116,029	116,029	-
OHES - 22-09S (1)	108,237	108,237	<u>-</u>
	1,170,996	897,290	174
Oak Park High School	202 124	202 124	-
OPHS - Security Lighting at Cul De Sac OPHS - Roof Replacement	283,134 54,705	283,134 54,705	-
OPHS - HVAC Replacement	97,230	97,230	_
OPHS - Fence	198,834	139,864	_
OPHS - Lighting	24,891	-	-
OPHS - Football Field Fencing	56,370	56,370	-
OPHS - Fencing Girls Varsity Softball Field	42,885	42,855	-
OPHS - Fence 2018	52,800	62,010	-
OPHS - Stadium	23,450	23,450	-
OPHS - Stairs & Walk at Athl Facilities	122,083	122,083	-
OPHS - 19-19S (1) (4)	255,716	254,096	1,592
OPHS - 19-23S OPHS - 19-27S	44,084 19,655	44,084 19,655	-
OPHS - 20-05S	20,052	20,052	_
OPHS - 20-22S (1) (4)	25,756	25,756	
OPHS - 21-01S (4)	1,118,397	1,163,155	_
OPHS - 22-01S (1) (3)	19,979	19,979	-
OPHS - 22-10S (1)	22,818	22,818	-
OPHS - 22-11S (1)	65,782	66,052	
	2,548,621	2,517,348	1,592
Oak View High School	100 100	100	-
OVHS - 19-26S	166,473	166,473	-

# Consolidated Budget Status Report Budgets versus Commitments and Expenditures for multiple Projects



	Budget	Expen	ditures
School/Project Name	Total Budget	Total Expenditures	Remaining Against Commited
OVHS - 22-18S	25,479 <b>191,952</b>	25,479 <b>191,952</b>	<u>-</u>
Red Oak Elementary School			-
ROES - Mod	10,000	10,000	-
ROES - Fence	3,860	3,860	-
ROES - 18-20S (1) (3)	6,753,009	503,094	-
ROES - MPR Structural Repairs	34,408	34,408	-
ROES - Safety & Security Fencing	130,400	130,400	-
ROES - Safety Security Fencing	75,873	69,615	-
ROES - 20-11S (2) (3)	90,639	90,639	-
ROES - 20-13S (1) (4)	18,929	18,265	-
ROES - 20-14S	49,125	49,125	0.400
ROES - 20-15S (1)	58,922	56,723	2,198
ROES - 20-18S (1) (3)	2,660,902	2,582,439	19,748
ROES - 22-12S	163,555 <b>10,049,621</b>	159,845 <b>3,708,414</b>	21,946
TECH	10,049,021	3,700,414	21,940
TEC - SMRT Pilot	36,532	48,120	-
TEC - Network File Server Refresh	125,000	124,500	_
TEC - Purchase Staff Computers & Spare Device	55,000	37,272	-
TEC - Chromebook 1-to-1 Take Home Pilot	341,257	210,136	7,978
TEC - Chromebooks BES	17,206	17,206	-
TEC - Library Computer Lab Refresh MCMS	47,000	37,106	-
TEC - 3D Printer	31,500	26,882	-
TEC - Chromeboof Ref	250,000	209,943	-
TEC - Flat Panel Displays @ MCMS & OPHS	36,100	31,124	-
TEC - Art Class COW Laptops MCMS	18,981	18,981	-
TEC - VR Workstation Pilot	6,000	5,148	-
TEC - Ipad Refresh of K-2 Totes	325,000	302,138	-
TEC - iMacs for Tech Lab MCMS	10,000	8,052	11,948
TEC 10.04S	24,000	21,081	1,367
TEC 19-04S TEC - Smartboard Rplcmnt at OHES	50,000	53,415	-
TEC - Chromebook 1:1 Grades 5-12 (1) (3)	81,229 854,877	81,229 732,904	93,263
TEC - Chromebook 1.1 Grades 3-12 (1) (3) TEC - Ipad Air Refresh Part-2	251,335	251,335	95,205
TEC 19-24S	38,029	38,029	_
TEC 20-01S (1)	20,451	8,576	11,875
TEC 20-02S	15,000	-	,
TEC 20-08S (1)	34,544	34,544	_
TEC 20-09S (1)	285,524	285,524	-
TEC 20-19S (1)	227,790	217,311	10,479
TEC 20-20S (1)	361,738	361,738	-
TEC 20-24S (1)	69,534	69,534	-
TEC 20-25S (1)	33,030	33,030	-
TEC 20-26S (3)	95,000	79,214	15,786
TEC 21-03S (1)(3)	74,146	67,938	6,209
TEC 21-05S	250,401	214,156	36,245
TEC 21-04S (3)	23,000	-	23,000
TEC 22-04S (1)	144,621	212,816	-
TEC 22-02S (1) (3)	100,000	16,013	8
Colbi Technologies Inc. (c)	Page 3 of 4		

Oak Park Unified School District Printed 4/13/2023



# Consolidated Budget Status Report Budgets versus Commitments and Expenditures for multiple Projects

	Budget	Expen	ditures
School/Project Name	Total Budget	Total Expenditures	Remaining Against Commited
	4,333,825	3,854,994	218,157
Totals	39,082,700	32,565,667	905,553

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: MONTHLY GENERAL FUND BUDGET REPORT

**INFORMATION** 

**ISSUE:** Shall the Board receive and review a status report on District's General Fund

operating budget through March 31st of the 2022-23 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

		Financial Statement					
Fund 01					Fisc	al Year 2022/23 Throu્	gh March 2023
Object	Description	Adopted Budget	Douised Budget		Revenue	Balance	9/ Boold
REVENUE DETAIL	Description	Adopted Budget	Revised Budget		Revenue	Dalatice	% Rec'd
LCFF Revenue Sources							
8011-8019	LCFF State Aid	31,706,192.00	32,836,040.00		24,820,784.00	8,015,256.00	75.59%
8020-8079	Property Taxes	12,705,452.00	13,258,402.00		8,068,004.76	5,190,397.24	60.85%
0020 0070	Total LCFF Revenue Sources	44,411,644.00	46,094,442.00	-	32,888,788.76	13,205,653.24	71.35%
Endows Borrows	Total Est 1 Nevertue Sources	44,411,044.00	40,034,442.00		32,000,700.70	10,200,000.24	71.5570
Federal Revenues 8100-8299	Federal Revenues	4 270 452 00	4 500 054 00		404 440 54	4 050 000 40	20.400/
Other State Revenues	Federal Revenues	1,376,153.00	1,523,051.00		464,448.54	1,058,602.46	30.49%
8300-8599	Other State Revenues	1,529,760.00	5,705,200.00		4,017,534.87	1,687,665.13	70.42%
Other Local Revenue	Other State Revenues	1,529,700.00	3,703,200.00		4,017,554.67	1,007,003.13	70.4276
8600-8799	Other Local Revenues	4,467,442.00	6,115,814.00		4,194,930.91	1,920,883.09	68.59%
0000-0733	Total Year To Date Revenues	51,784,999.00	59,438,507.00	-	41,565,703.08	17,872,803.92	69.93%
	Total Teal To Date Revenues	51,764,999.00	39,436,307.00		41,565,703.06	17,672,603.92	03.33 /6
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
EXPENDITURE DETAIL							73 5552
Certificated Salaries							
1100-1199	Certificated Teacher Salaries	19,630,834.00	19,719,089.00	.00	15,485,609.90	4,233,479.10	78.53%
1160	Certificated Salaries Stipends	451,887.00	547,819.00	.00	283,340.48	264,478.52	51.72%
1200	Certificated Pupil Support Salaries	2,098,401.00	2,299,399.00	.00	1,830,977.93	468,421.07	79.63%
1260	Counselor Stipend	1,840.00	2,150.00	.00	1,505.00	645.00	70.00%
1300	Certificated Supervisors' & Administrators' Salaries	2,416,841.00	2,586,095.00	.00	1,941,675.98	644,419.02	75.08%
	Total Certificated Salaries	24,599,803.00	25,154,552.00	.00	19,543,109.29	5,611,442.71	77.69%
Classified Salaries							
2100	Classified Instructional Salaries	3,073,252.00	2,871,030.00	.00	2,221,058.93	649,971.07	77.36%
2200	Classified Support Salaries	2,049,791.00	1,993,342.00	.00	1,456,200.12	537,141.88	73.05%
2300	Classified Supervisors' & Administrators' Salaries	389,024.00	390,644.00	.00	291,768.30	98,875.70	74.69%
2400	Clerical, Technical, & Office Staff Salaries	2,151,449.00	2,165,912.00	.00	1,593,258.30	572,653.70	73.56%
2900	Other Classified Salaries	834,920.00	857,161.00	.00	637,371.95	219,789.05	74.36%
	Total Classified Salaries	8,498,436.00	8,278,089.00	.00	6,199,657.60	2,078,431.40	74.89%
Employee Benefits							
3100	State Teachers' Retirement System	4,639,401.00	4,699,762.00	.00	3,620,407.96	1,079,354.04	77.03%
3200	Public Employees' Retirement System	1,675,393.00	1,539,221.00	.00	1,123,117.66	416,103.34	72.97%
3400	Health & Welfare Benefits	5,126,164.00	4,701,946.00	.00	3,740,236.22	961,709.78	79.55%
3300-3900	All Other Statutory Costs	1,583,248.00	1,547,756.00	.00	1,185,947.57	361,808.43	76.62%
	Total Employee Benefits	13,024,206.00	12,488,685.00	.00	9,669,709.41	2,818,975.59	77.43%
Books and Supplies							
4100	Approved Textbooks and Core Curricula Materials	323,778.00	913,325.00	14,797.51	799,241.34	99,286.15	87.51%
4200	Other Books and Reference Material	.00	15,490.00	3,355.14	12,077.92	56.94	77.97%
4300	Materials & Supplies	978,227.00	1,182,219.00	282,551.13	540,262.30	359,405.57	45.70%
4400	Noncapitalized Equipment	747,698.00	725,250.00	63,064.18	470,935.62	191,250.20	64.93%
	Total Books and Supplies	2,049,703.00	2,836,284.00	363,767.96	1,822,517.18	649,998.86	64.26%
Services and Other Operating	• •						
5200	Travel and Conference	105,985.00	171,931.00	14,270.00	117,331.47	40,329.53	68.24%
5300	Dues and Memberships	47,780.00	44,813.00	.00	47,498.68	2,685.68-	105.99%
5400	Insurance	722,566.00	835,593.00	.00	835,593.00	.00	100.00%

	Total Year To Date Expenditures	53,045,961.00	55,764,008.00	2,220,573.68	41,774,795.79	11,768,638.53	74.91%
	Total Debt Service	58,071.00	58,071.00	14,517.82	43,553.46	.28-	75.00%
7439	Debt Service - Principal	51,428.00	53,649.00	13,412.40	40,237.20	.60-	75.00%
7438	Debt Service - Interest	6,643.00	4,422.00	1,105.42	3,316.26	.32	74.99%
Debt Service							
7350	Direct Support/Indirect Costs	194,713.00-	60,233.00-	.00	.00	60,233.00-	0.00%
Transfers of Indirect/dir	rect Support costs						
7100	Tuition	387,368.00	456,018.00	334,665.00	42,431.00	78,922.00	9.30%
Tuition							
6000	Capital Outlay	.00	37,194.00	.00	37,194.33	.33-	100.00%
Capital Outlay							
	Total Services and Other Operating Expenditures	4,623,087.00	6,515,348.00	1,507,622.90	4,416,623.52	591,101.58	67.79%
5900	Telephone and Communications	56,483.00	53,022.00	9,808.91	17,863.44	25,349.65	33.69%
5899	Legal Fees	293,160.00	243,160.00	110,263.87	118,338.03	14,558.10	48.67%
5800	Professional/Consulting Services & Operating Expenditures	2,118,506.00	3,422,625.00	1,012,360.39	1,994,958.60	415,306.01	58.29%
5700	Transfers of Direct Costs	.00	.00	.00	.00	.00	0.00%
5600	Rentals, Leases, Repairs, & Noncapitalized Improvements	471,250.00	721,116.00	193,839.03	467,391.00	59,885.97	64.81%
5500	Operations & Housekeeping Services	807,357.00	1,023,088.00	167,080.70	817,649.30	38,358.00	79.92%

Object	Description	Adopted Budget	Revised Bu	udget	Encumbrance	Actual	Balance	% Used
OTHER FINANCIN	G SOURCES							
Other Financing Source	ces							
8919	Other Authorized Interfund Transfer In	.00		.00	.00	.00	.00	0.00%
	Total Other Financing Sources	.00		.00	.00	.00	.00	0.00%
	Total Year To Date Other Financing Sources	.00		.00	.00	.00	.00	0.00%

Object	Description	Adopted Budget	Revised	Budget	Encumbrance	Actual	Balance	% Used
OTHER FINANCING USES								
Interfund Transfers Out								
7611	From General to Child Development Fund	.00		.00	.00	.00	.00	0.00%
7612	Transfer General Fund to/from Special Reserve Fund	.00		.00	.00	.00	.00	0.00%
7616	Transfer Between General Fund & Cafeteria Fund	.00		.00	.00	.00	.00	0.00%
	Total Interfund Transfers Out	.00		.00	.00	.00	.00	0.00%
	Total Year To Date Other Financing Uses	.00		.00	.00	.00	.00	0.00%

		E .	Budget	Actuals To Date			
Object Description		Adopted	Revised	Encumbrance	Actual	Budget Balance	% of Budget
REVENUES, EXPENDITURES, AND CHANGES I	N FUND BALANCE						
A. Revenues		51,784,999.00	59,438,507.00		41,565,703.08	17,872,803.92	69.93%
B. Expenditures		53,045,961.00	55,764,008.00	2,220,573.68	41,774,795.79	11,768,638.53	74.91%
C. Subtotal (Revenues	LESS Expense)	1,260,962.00-	3,674,499.00		209,092.71-	6,104,165.39	_
D. Other Financing So	urces & Uses						
Source	<b>;</b>	.00	.00		.00	.00	0.00%
LESS	Uses	.00	.00		.00	.00	0.00%
E. Net Change in Fund	l Balance	1,260,962.00-	3,674,499.00		209,092.71-	6,104,165.39	
F. Fund Balance							
Beginn	ning Balance (9791)	4,634,672.00	5,160,410.00		5,160,409.11		
Audit A	Adjustments (9793)	.00	.00		.00		
Audit A	Adjustments (9793)	.00	.00		.00		
Adjust	ed Beginning Balance	4,634,672.00	5,160,410.00		5,160,409.11		
G. Calculated Ending *Comp	Balance conents of Ending Fund Balance	3,373,710.00	8,834,909.00		4,951,316.40		
	Legally Restricted (9740) Other Designations (9780) Undesig/Unapprop (9790)	3,373,710.00	8,834,909.00				
	Other				2,220,573.68		

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. JEFF DAVIS, SUPERINTENDENT

**DATE:** APRIL 25, 2023

SUBJECT: MONTH 7 ENROLLMENT AND ATTENDANCE REPORT

INFORMATION

**ISSUE:** Shall the Board receive and review a status report on District enrollment and

attendance through Month 7 of the 2022-2023 school year?

**BACKGROUND:** As student enrollment and attendance plays a key role in determining General

Fund revenues, staffing, and expense, it is critical that the Board and Administration carefully monitor these factors in assessing both appropriate student support and the District's financial position. Accordingly, staff has prepared the following enrollment and attendance information through the end

of the most recent reporting period to assist in this review.

**FISCAL IMPACT:** None. Information only.

**RECOMMENDATION:** None. Information only.

Prepared by: Julie Townsend, Senior Accountant

Byron Jones, Director of Fiscal Services

Respectfully submitted,

Jeff Davis, Ed.D.

Superintendent

	Month 7: February 6, 2023 - March 3, 2023				YTD: August 9, 2022 - March 3, 2023					
	Enrollment Comparison	ADA Comparison	ADA% Comparison		Enrollment Comparison	ADA Comparison	ADA% Comparison			
	2022-23	2022-23	2022-23		2022-23	2022-23	2022-23			
BES				BES						
K	94.00	87.22	92.79%	К	94.00	87.29	92.86%			
1	82.00	76.00	92.68%	1	82.00	77.38	94.37%			
2	105.00	99.22	94.50%	2	105.00	99.52	94.78%			
3	79.00	74.33	94.09%	3	79.00	75.36	95.39%			
4	83.00	79.39	95.65%	4	83.00	79.00	95.18%			
5	118.00	113.22	95.95%	5	118.00	113.23	95.96%			
SDC			0.00%	SDC			0.00%			
Total	561.00	529.38	94.36%	Total	561.00	531.78	94.79%			
OHES				OHES						
K	101.00	95.78	94.83%	K	101.00	93.51	92.58%			
1	78.00	76.00	97.44%	1	78.00	73.11	93.73%			
2	77.00	72.83	94.58%	2	77.00	71.58	92.96%			
3	63.00	59.22	94.00%	3	63.00	61.22	97.17%			
4	77.00	74.28	96.47%	4	77.00	73.95	96.04%			
5	81.00	77.28	95.41%	5	81.00	77.70	95.93%			
SDC			0.00%	SDC			0.00%			
Total	477.00	455.39	95.47%	Total	477.00	451.07	94.56%			
ROES				ROES						
	121.00	113.16	02.520/	K	121.00	110.66	91.45%			
К 1		81.17	93.52%	1			93.69%			
2	85.00	76.50	95.49%	2	85.00 82.00	79.64 78.26	95.44%			
	82.00		93.29%	-						
3	98.00 112.00	92.89 106.94	94.79%	3	98.00 112.00	92.23 108.34	94.11%			
5	89.00	85.56	96.13%	5	89.00	85.35	95.90%			
	89.00	65.50		-	89.00	65.55				
SDC	587.00	556.22	0.00% <b>94.76%</b>	SDC <b>Total</b>	587.00	554.48	0.00% <b>94.46%</b>			
Total	587.00	550.22	94.76%	IOLAI	587.00	554.46	94.40%			
MCMS				MCMS						
6	326.00	308.78	94.72%	6	326.00	309.93	95.07%			
7	360.00	345.11	95.86%	7	360.00	343.70	95.47%			
8	322.00	306.94	95.32%	8	322.00	303.70	94.32%			
SDC			0.00%	SDC			0.00%			
Total	1,008.00	960.83	95.32%	Total	1008.00	957.33	94.97%			
ODUC				ODUC						
<b>OPHS</b> 9	392.00	375.72	95.85%	OPHS 9	392.00	378.25	96.49%			
10	356.00	337.67	93.85%	10	356.00	336.96	94.65%			
11	348.00	325.11	93.42%	11	348.00	333.14	95.73%			
12	330.00	306.17	92.78%	12	330.00	307.52	93.19%			
SDC	330.00	300.17	0.00%	SDC	330.00	307.32	0.00%			
Total	1,426.00	1344.67	94.30%	Total	1426.00	1355.87	95.08%			
iotai	1,420.00	1344.0/	34.30/0	iotai	1420.00	1333.07	33.00/0			
OVHS				OVHS						
Total	33.00	26.67	80.82%	Total	37.00	24.25	65.54%			
OPIS				OPIS						
Total	205.00	199.83	97.48%	Total	205.00	185.41	90.44%			
Other**				Other*						
Total	0.00	0.00	0.00%	Total	0.00	0.00	0.00%			
Total	4,297.00	4,072.99	94.79%	Total	4,301.00	4,060.19	94.40%			
Total	4,297.00	4,072.99	94.79%	Total	4,301.00	4,060.19				