



## **Oak Park Unified School District Board of Education Meeting OPUSD Board of Education - May 16, 2023 Agenda - 1083**

**Date:** Tuesday, May 16, 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 [www.opusd.org/livestream](http://www.opusd.org/livestream) 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, Director, 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 MEETING-Regular Meeting, Tuesday, June 20, 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 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

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

**3.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

*Initiation of litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code § 54956.9: Consideration of Two (2) Potential Cases— Social Media Adolescent Addiction/Personal Products Liability Litigation (Social Media Litigation); and Case No: 3:19-md-02913-WHO (Vaping Litigation)*

**3.3 PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL/ RELEASE**

*Pursuant to Government Code Section 54957*

**3.4 PUBLIC EMPLOYEE EMPLOYMENT**

*Certified Deaf & Hard of Hearing, Walk-On-Coach - AP Proctor, Psychologist, Speech Language Pathologist, Secondary Teachers*

**3.5 SUPERINTENDENT GOALS**

**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 Presentation of Partners in Education Awards - Amy Theaker, Amanda Fox**

*Amy Theaker is the outgoing Brookside PTA President, and Amanda Fox is the outgoing Oak Hills PTA President.*

**4.7 Introduction of Heather Sloan as Principal of Oak Hills Elementary School**

*The Board approved the appointment of Heather at the April 25, 2023 meeting.*

**4.8 Recognition of Erik Warren outgoing Principal of Oak Hills Elementary School**

*Erik Warren has served as the Principal of Oak Hills since 2010 and will be leaving at the end of June this year.*

**4.9 Report from the Oak Park Municipal Advisory Council**

**4.10 Report from the Oak Park Education Foundation**

**4.11 Remarks from Board Members**

**4.12 Remarks from Student Board Member**

**4.13 Remarks from the Superintendent**

**4.14 Diversity and Equity Annual Update**

*Board Policy 0415 Equity requires the Diversity and Equity Task Force to present a report to the Board at least once every year.*

[DETF Presentation May 16, 2023](#)

**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 April 25, 2023 Regular Meeting and Special Meeting held on May 10, 2023**

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

11 - 18

meetings.

[Minutes of Regular Meeting 4 25 2023.pdf](#) 

[Minutes of Special Board Meeting 5-8-2023.pdf](#) 

- 5.2 **Approve Public Employee Employment/Changes Classified Personnel** 19  
*Pursuant to Board Policies 4112 and 4212, Board approval is required for public employee employment and changes.*  
[Approve Public Employee Employment Changes Classified Personnel 5 16 2023.pdf](#) 
- 5.3 **Approve Public Employee Employment/Changes Certificated Personnel** 20 - 22  
*Pursuant to Board Policies 4112 and 4212, Board approval is required for public employee employment and changes.*  
[Approve Public Employee Employment Changes Certificated Personnel 5 16 2023.pdf](#) 
- 5.4 **Accept 2022-2023 Second Period Attendance Report** 23 - 30  
*Education Code 41601 requires Board approval of District's ADA for all full school months during the period between July 1 and April 15 Inclusive.*  
[Accept 2022-2023 Second Period Attendance Report 5 16 2023.pdf](#) 
- 5.5 **Approve Out-of-State Travel for Oak Park High School Girls' Basketball Trip Section 7 Tournament- June 14-16, 2023** 31 - 32  
*Board Policy 6153 requires Board approval for student overnight trips.*  
[Approve Out of State Travel for OPHS GBB Trip to Arizona June 14-16, 2023.pdf](#) 
- 5.6 **Approve Overnight Trip for Oak Park High School Cross Country Mammoth Lakes Trip – July 23-28, 2023** 33 - 34  
*Board Policy 6153 requires Board approval for student overnight trips.*  
[Approve Overnight Trip for OPHS School Cross Country Mammoth Lakes Trip – July 23-28, 2023.pdf](#) 
- 5.7 **Approve Overnight Trip for Oak Park High School Associated Student Body to Fulcrum Leadership Retreat –** 35 - 36

## **August 5-6, 2023**

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

[Approve Overnight Trip for OPHS ASB to Fulcrum Leadership Retreat – August 5-6, 2023.pdf](#) 

- 5.8 **Approve Disposal of Obsolete or Surplus Instructional Materials and or Books** 37 - 42  
*Education Code 60510 requires Board approval to dispose of obsolete or surplus instructional materials*  
[Approve Disposal of Obsolete or Surplus Instructional Materials and or Books.pdf](#) 
- 5.9 **Approve Revised 2023-24 Instructional Calendar** 43 - 45  
*Board Policy 6111 requires Board approval for school year calendars*  
[Approve Revised 2023-24 Instructional Calendar 5 16 2023.pdf](#) 
- 5.10 **Approve Revised 2023-2024 Classified Employees Holiday Calendar** 46 - 47  
*Board Policy 4200 Classified Personnel requires each classified position to have a regular minimum number of days per week, and months per year in their work year.*  
[Approve Revised 2023-2024 Classified Employees Holiday Calendar 5 16 2023.pdf](#) 
- 5.11 **Ratify Agreement for Legal Services with Lozano Smith** 48 - 54  
*Board Policy 3312 requires Board approval for contracts for services*  
[Ratify Agreement for Legal Services with Lozano Smith 5 16 2023.pdf](#) 
- 5.12 **Approve Designation of the 2023-2024 District/School Representatives to California Interscholastic Federation Leagues** 55 - 58  
*Education Code 33353(a)(1) requires Board approval for designation of CIF representatives*  
[Approve CIF Representative and Alternate 5 16 2023.pdf](#) 

## **6. EDUCATIONAL SERVICES**

- 6.1 **Approve 2022-23 School Plans for Student Achievement** 59 - 60  
*Education Code 64001 requires Board approval for School Plans for*

*Student Achievement*

[Review and Approve 2022-2023 School Plans for Student Achievement 5 16 2023.pdf](#) 

[Link to the School Plans](#)

- 6.2      **Review and Approve Updates to the Expanded Learning Opportunities Program Plan**      61 - 74  
*The Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade.*  
[Review and Approve Updates to the Expanded Learning Opportunities Program Plan 5 16 2023 .pdf](#) 
- 6.3      **Approve Instructional Materials for MCMS Health course**      75 - 78  
*BP 6161.1 requires Board approval for additional instructional materials.*  
[Approve Instructional Materials for MCMS Health course 5 16 2023.pdf](#) 
- 6.4      **Approve Instructional Materials for OPHS Health course**      79 - 82  
*BP 6161.1 requires Board approval for additional instructional materials.*  
[Approve Instructional Materials for OPHS Health course 5 16 2023.pdf](#) 
- 6.5      **Approve Instructional Materials for OVHS Chemistry CP course**      83 - 86  
*BP 6161.1 requires Board approval for additional instructional materials.*  
[Approve Instructional Materials for OVHS Chemistry CP Course 5 16 2023.pdf](#) 

**7. BUSINESS SERVICES**

- 7.1      **Approve Renewal of Agreement with Developing Outdoors for General Staffing Services for the Extended Care Program for 2023-2024**      87 - 107  
*Board Policy 3312 requires Board approval for contracts for services*  
[Approved Renewal of Agreement with Developing Outdoors for General Staffing Services for the Extended Care Program for 2023-](#)

- 7.2 **Approve Resolution of the Board of Education of the Oak Park Unified School District Authorizing Use of A Piggyback Contract for the Purchase of Technology Equipment, Pursuant to CA Public Contract Code Section 20118** 108 - 111
- Board Policy 3312 requires Board approval for contracts for services*
- [Approve Resolution 2023-08 Authorizing Use of A Piggyback Contract for the Purchase of Technology Equipment, CA PCC 20118](#)
- [5 16 2023.pdf](#) 

## 8. HUMAN RESOURCES

- 8.1 **Establish a New Classified Position, Lead Nutrition Services Assistant, and approve the Associated Job Description and Placement on the Salary Schedule** 112 - 119
- Board approval is required to establish a new classified service position*
- [Establish New Classified Service Position – Lead Nutrition Services Assistant](#)
- [5 16 2023.pdf](#) 
- 8.2 **Establish New Certificated Position, Math TOSA, and Approve the Associated Job Description** 120 - 123
- Board approval is required to establish a new certificated position*
- [Establish New Certificated Position, Math TOSA And Approve Associated Job Description](#)
- [5 16 2023.pdf](#) 
- 8.3 **Establish New Certificated Position, Career Technical Education/Categorical Programs TOSA, and Approve the Associated Job Description** 124 - 127
- Board approval is required to establish a new certificated position*
- [Establish New Certificated Position, Career Technical Education Categorical Programs TOSA, And Approve Associated Job Description](#)
- [5 16 2023.pdf](#) 

## 9. BOARD

- 9.1 **Approval of Second Addendum to Contract for Employment of District Superintendent** 128 - 129
- Board Policy 2121 requires Board approval in open session for*

## 10. BOARD POLICY

### 10.1 **Approve Amendment to Board Policy 0460 Local Control Accountability Plan** 130 - 134

*Board Policy was updated at the April 25, 2023 meeting to reflect NEW LAW (SB 997, 2022), which requires, beginning July 1, 2024, districts serving middle or high school students to include four 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. The revision to the Board policy is being submitted to revise the establishment of the student advisory committee. Language was also added to include the composition of the committee and the term of service for student members. BP 0460 is being submitted with recommendation language from the Board President.*

[Approve amendment to BP 0460 Local Control and Accountability Plan 5\\_16\\_2023.pdf](#) 

## 11. OPEN DISCUSSION/FUTURE AGENDA ITEMS

### 11.1 **Date of August Board Retreat**

## 12. INFORMATION ITEMS/REPORTS

### 12.1 **Monthly Cash Flow Report** 135 - 139

[Cash Flow Report 5\\_16\\_2023.pdf](#) 

### 12.2 **Monthly Measure S Status Report** 140 - 144

[Measure S Bond Project Status Report 5\\_16\\_2023.pdf](#) 

### 12.3 **Monthly General Fund Report** 145 - 148

[Monthly General Fund Budget Report 5\\_16\\_2023.pdf](#) 

## 13. ADJOURNMENT:

Motion to adjourn required.

## 14. NOTICES:

- 14.1 *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 language interpreter, documentation in accessible formats, or 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: [raggarwal@opusd.org](mailto:raggarwal@opusd.org)*
- 14.2 *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      4-25-2023      #1081**  
**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 District's Legal Counsel Mr. Jay Fernow.

**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. PUBLIC EMPLOYEE APPOINTMENT / DISCUSSION:** Government Code Section 54957  
Position: Principal

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

**2.3 PUBLIC EMPLOYEE EMPLOYMENT:** Food Services Assistants, Walk-on-Coaches.

**2.4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**  
Title: Superintendent

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

**2.6. CONFERENCE WITH LABOR NEGOTIATOR –** Government Code Section 54957.6  
Agency designated representative: Denise Helfstein, Board President  
Unrepresented employee: Dr. Jeff Davis, Superintendent

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 regular meeting to order at 6:12 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.

**BOARD ABSENT**

Ms. Tess Leong, Student Board Member

**STAFF PRESENT**

Dr. Jeff Davis, Superintendent, Mr. Adam Rauch, Assistant Superintendent of Business Services Mr. Stew McGugan, Assistant Superintendent of Human Resources, Mrs. Tammy Herzog Assistant Superintendent of Educational Services, Ms. Sara Ahl, Director of Extended Care Programs, Mr. Brad Benioff, Director of Student Support and School Safety, Mrs. Jennifer Golden, Director of Early Childhood Education 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 in closed session for Item 3.1. the Board voted unanimously to approve the Superintendent’s recommendation to appoint Mrs. Heather Sloan as the Principal of Oak Hills Elementary School, effective July 1, 2023.

**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.

**PUBLIC SPEAKERS**

There were two public speakers, Bette Empol and Donna Finkelstein, on a non-agenda item related to Gun Violence Restraining Orders (GVROs) or “red flag” orders which exist in CA and 19 states and the District of Columbia. The laws allow law enforcement, family and household members, some co-workers, employers, and teachers to work with a judge to temporarily remove access to firearms and ammunition from people at significant risk of self-harm or harming others. Board President Denise Helfstein requested Dr. Davis to ensure that the District was reviewing requirement related to compliance with the law and notifications.

**OPEN COMMUNICATIONS/PRESENTATIONS/RECOGNITIONS**

The Board and Dr. Davis recognized the members of the Oak Park High School Girls Basketball Team and their Coaches for winning the CIF Division 5A Championship.

**REPORT FROM OAK PARK MUNICIPAL ADVISORY COUNCIL**

Jane Nye, Oak Park MAC Chair shared that Supervisor Gorell’s website is updated regularly and has a lot of information. The Supervisor’s District Office is moving from Hillcrest to Thousand Oaks Civic Center. This will make reaching Supervisor Gorell more accessible by public transportation, will cut costs, and the new office is co-located with other government official’s offices. Ventura County Public Works has a great portal to submit traffic and infrastructure issues and the staff is very responsive to all requests. This also helps with tracking issues and provides a great feedback loop.

## **REPORT FROM OAK PARK EDUCATION FOUNDATION**

Scott Star gave an update on the WASC accreditation for summer school programs. OPEF is moving forward with the accreditation and if all goes well this will go through in June. OPEF is also working on the 5K run that is being planned for October 2023.

## **REPORT FROM BOARD MEMBERS**

Board Member Megan Lantsman reported she attended the Safety and Security Task Force meeting, Safe Kids Task Force meeting, Brookside Open House, the TK/K Parent information night and a CSBA webinar. Megan also attend a Writing Workshop lesson in a fourth-grade class at Oak Hills Elementary Schools and she thought the interactions between students and between students and the teacher were very impressive.

Board Member Jim Moynihan reported that he attended the Oak Park MAC meeting, Rancho Simi Park and Rec and Oak Park Committee meeting where there were discussions about repainting the lines on the pickleball courts, reopening the pond and plans to create a test facility for a natural gas line with fracking tanks which caused some pushback from the committee members.

Board Member Tina Wang reported she attended a presentation by Holocaust survivor Mr. Ben Lesser at Medea Creek Middle School. Tina reported she also attended the DETF meeting, CSBA webinar, and Brookside Open House. Tina acknowledged the librarians in our district in celebration of National Librarian Day. Lastly Tina thanked the District for providing the culmination lawn signs and expressed how nice it is to see the proud parents celebrating their students.

Board Member Soyon Hardy welcomed everyone back from spring break. Soyon reported she attended the Measure S Sub-Committee and regular meetings, Ben Lesser Holocaust talk at Medea Creek Middle School, and the David Labkovski exhibit at Oak Park High School.

Board Member Denise Helfstein reported that she attended the Red Oak Open House, Safe Kids Task Force, TK/K Parent Information Night, OPEF meeting, Wellness Council, Measure S Sub Committee, met with the Oak View High School WASC visiting team. Denise attended the David Labkovski exhibit at Oak Park High School, the Ben Lesser Holocaust talk at Medea, Brookside's fourth grade classrooms to watch the students interview Elliot from the HBO documentary *The Number on My Great-Grandfather's Arm*. Denise congratulated the OPHS Rocket Team for qualifying for the 2023 American Rocket Challenge and thanked the EEAC for sharing Earth Day resources.

## **REMARKS FROM STUDENT BOARD MEMBER**

Student Board Member Tess Leong send in this written report, which Board President Denise Helfstein read—*Good evening, all, My apologies for being unable to make it tonight. I will be sure to report how the Agoura High School "Career and College Night" went at the subsequent meeting. As the month of April approaches its end, a few notable events have occurred at OPHS. Last week, OPHS held its final Blood Drive of the year with the American Red Cross. Specific details regarding the number of donors and pints of blood collected have yet to be communicated to us. However, I do anticipate successful numbers, as the Peanuts cartoon collaboration was a hit. One thing I want to happily report is that the lunch lines have been moving much faster. The newly opened lunch line greatly reduces the wait, and lunch distribution is quite efficient now. There are also many upcoming events as the school year comes to a near conclusion: The final/Senior Rally will be this Friday—this is typically highly anticipated by everyone. Additionally on that day, ASB is holding a Crumbl Cookie Fundraiser from 7-9 PM at the Westlake Village location. Come support us by adding "OPHS ASB" in your name when ordering. Next week will be the beginning of AP Exams and continue for another week afterwards. Teachers and students have been working very hard to prepare for this cumulative assessment. This concludes my report for the month of April. I hope to see you all very soon! Please have a great night.*

## **REMARKS FROM THE SUPERINTENDENT**

Superintendent Dr. Jeff Davis acknowledged the Classified Staff for Administrative Professionals Day. Dr. Davis reported he attended the National Honor Society Induction Ceremony at Oak Park Independent School, Los Angeles Rams Play 60 event at Brookside, Ben Lesser Holocaust talk at Medea, and Oak View High School's WASC visit. Dr. Davis acknowledged the schools PFA's and noted that the OPHS Athletic Booster Club is starting the Eagles Sports Summer Camp at Medea Creek Middle School this summer for children TK-8<sup>th</sup> grade.

## **REPORT ON EXTENDED CARE PROGRAM**

Sara Ahl, Director of Extended Care programs provided an update on the Club Oak Park program.

## **5. CONSENT AGENDA**

On motion of Tina Wang, seconded by Megan Lantsman, the Board of Education approved the Consent Agenda. Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

- 5.1. Minutes of the March 21, 2023 Regular Meeting and Special Meeting held on April 10, 2023
- 5.2. Approve Public Employee Employment/Changes Classified Personnel
- 5.3. Approve Public Employee Employment/Changes Certificated Personnel
- 5.4. Ratify Purchase Orders March 1- March 31, 2023
- 5.5. Approve Quarterly Report on Williams Uniform Complaints – April 2023
- 5.6. Approve a Out of State trip for Oak Park High School Rocket Team to Participate in the Team American Rocketry Challenge National Competition, May 19-23, 2023, in Manassas, VA.
- 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.
- 5.8. Approve Out of State Travel for Oak Park High School Staff to Attend the AP Conference July 19-21, 2023 Seattle, WA

## **6. EDUCATIONAL SERVICES**

### **6.1. Review and Approve OPUSD Counseling Services Plan**

On motion of Denise Helfstein, seconded by Tina Wang the Board approved the OPUSD Counseling Services Plan. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

### **6.2. Review and Discuss LCAP Education Partners Survey Results**

Mrs. Tammy Herzog presented the results from the LCAP Education Partners survey. The Board recommended that beyond posting the survey results online there should be proactive communication to our Educational Partners to thank them for their survey participation and solicit input on some of the point of clarification that were discussed at the meeting. The Board recommends giving updates on the action items that have come from the survey results and to let the Partners know what the District is doing to address the major concerns.

### **6.3. Approve Instructional Materials for Contemporary Issues in Education English Course at Oak View High School**

On motion of Megan Lantsman, seconded by Jim Moynihan the Board approved the Instructional Materials for Contemporary Issues in Education English Course at Oak View High School. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

## **7. BUSINESS SERVICES**

### **7.1. Discuss Name Change Request of Oak Park Neighborhood School**

Jennifer Golden, Director of Early Childhood Education presented the background on Oak Park Neighborhood School. Mrs. Golden would like the Neighborhood School to be recognized as a

preschool and requested direction from the Board to seek input from our Educational Partners and to consider changing the name. The Board discussed and gave direction to Mrs. Golden to survey the Educational Partners including preschool families and the community at large.

**7.2. Accept 2021-22 Annual Audit Reports for Bond Measure S**

Natalie Palma from Christy White Audit firm shared the report with the Board. On motion of Tina Wang, seconded by Denise Helfstein, the Board accepted the 2021-22 Annual Audit Reports for Bond Measure S. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

**7.3. Approve 1-year renewal Agreement with Christy White Associates for Auditing Services for Fiscal Year 2022-23**

On motion of Jim Moynihan, seconded by Tina Wang, the Board approved the 1-year renewal Agreement with Christy White Associates for Auditing Services for Fiscal Year 2022-23. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

**7.4. Approve Resolution #2023-07, Participation in CSBA California School Cash Reserve Program**

On motion of Jim Moynihan, seconded by Tina Wang, the Board approved Resolution #2023-07, Participation in CSBA California School Cash Reserve Program. Motion carried Aye: Hardy, Helfstein, Lantsman, Wang. Abstain- Moynihan. Jim Moynihan recused himself due to a remote interest on account of being an employee of US Bank.

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

On motion of Tina Wang, seconded by Megan Lantsman, the Board approved Measure S Project 22-21S TK Classrooms at Oak Hills Elementary School and ratified Agreement for Architectural Services. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

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

On motion of Denise Helfstein, seconded by Megan Lantsman, the Board approved ratification of Architectural Services Contract for the Relocation of Four Portable Classrooms at Medea Creek Middle School. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

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

On motion of Tina Wang, seconded by Soyon Hardy, the Board ratified the Agreement with AllConnected for Project 22-20S Network Infrastructure Refresh. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

**8. HUMAN RESOURCES**

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

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

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

On motion of Tina Wang, seconded by Denise Helfstein, the Board approved items 8.1. through 8.3. together as one vote. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

**9. BOARD POLICIES**

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

On motion of Megan Lantsman, seconded by Jim Moynihan, the Board approved the amendment to Board Policy and Administrative Regulation 0430 - Comprehensive Local Plan for Special Education as First and Final Reading. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

**9.2. Approve Amendment to Board Policy and Administrative Regulation 0450 – Comprehensive Safety Plan**

On motion of Jim Moynihan, seconded by Denise Helfstein, the Board approved the amendment to Board Policy and Administrative Regulation 0450 - Comprehensive Safety Plan as First and Final Reading. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

**9.3. Approve Amendment to Board Policy and Administrative Regulation 0460 – Local Control and Accountability Plan**

On motion of Denise Helfstein, seconded by Jim Moynihan, the Board approved the amendment to Board Policy and Administrative Regulation 0460 - Local Control and Accountability Plan as First and Final Reading with amended language of 4 students to serve on the Parent Advisory Committee. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

**9.4. Approve Amendment to Board Policy 3555 - Nutrition Program Compliance**

On motion of Jim Moynihan, seconded by Megan Lantsman, the Board approved the amendment to Board Policy 3555 - Nutrition Program Compliance as First and Final Reading. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

**9.5. Approve Amendment to Board Policy 4030 - Nondiscrimination in Employment**

On motion of Tina Wang, seconded by Megan Lantsman, the Board approved the amendment to Board Policy 4030 - Nondiscrimination in Employment as First and Final Reading. Motion carried Aye: Hardy, Helfstein, Lantsman, Moynihan, Wang. No - 0.

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

The Board scheduled the following meetings:

- Special Meeting to be held on May 8th to the Superintendent’s Evaluation.

**ADJOURNMENT**

On motion of Jim Moynihan, seconded by Soyon Hardy, there being no further business before this Board, the regular meeting held on April 25, 2023, is declared adjourned at 10:20 p.m.

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Date President of the Board

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Date Clerk or Secretary of the Board

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

**5-8-2023 #1082**

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mrs. Denise Helfstein, called the special meeting to order at 5:05 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**

F3 Governance Consultants Terilyn Finders and Dr. Sandra Lyon

**PUBLIC COMMENTS**

None

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

**1. SUPERINTENDENT'S EVALUATION**

The Board adjourned to Closed Session at 5:05 p.m.

**CALL TO ORDER/MEETING PLACE**

The Board of Education President, Mrs. Denise Helfstein, called the special meeting to order at 6:18 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**

Mrs. Ragini Aggarwal, Communications Coordinator/Executive Assistant to the Superintendent and 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**

**BOARD RETREAT**

- 1. [Discuss OPUSD’s Vision, Values, Goals, and Objectives for the 2023-2024 School Year](#)

The Board reviewed and revised the draft strategic priorities as identified by the Board sub-committee in collaboration with the governance consultants. These strategic priorities and goals will be used by the Superintendent to create action plans with his leadership team.

There being no further business before this Board, the special meeting held on May 8, 2023 is declared adjourned at 9:40 p.m.

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Date

President of the Board

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Date

Clerk or Secretary of the Board

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE CLASSIFIED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**  
**ISSUE: APPROVAL/RATIFICATION OF CLASSIFIED PERSONNEL ACTIONS**

CONSENT

<b>AUTHORIZATION TO HIRE</b>					
<b>Number</b>	<b>Name</b>	<b>Position</b>	<b>Start Date</b>	<b>Fund</b>	<b>Site</b>
CL254493	Giana Cespedes	Certified Deaf & Hard of Hearing	5/8/2023	Special Ed	OPHS
CL254494	Cheryl DiSpaltro	Walk-On-Coach - AP Proctor	4/12/2023	Site	OPHS

<b>AUTHORIZATION TO PAY STIPEND</b>						
<b>Number</b>	<b>Name</b>	<b>Position</b>	<b>Start Date</b>	<b>Fund</b>	<b>Salary</b>	<b>Site</b>
CL254495	Monika Agrawal	School Psych Reports	3/1/2023	State Mental Health	\$1,080	DO
CL254496	Rachel Goldwater	AP Test Proctoring	5/1/2023	Site Donation	\$700	OPHS
CL254497	Prerna Mathur	AP Test Proctoring	5/1/2023	Site Donation	\$350	OPHS
CL254498	Rachael Nestel	Choir Accompanist	4/10/2023	30206	\$1,200	MCMS
CL254499	Cheryl DiSpaltro	AP Test Proctoring	5/1/2023	Site Donation	\$1,400	OPHS

<b>IN-SERVICE CHANGE</b>					
<b>Number</b>	<b>Name</b>	<b>Change</b>	<b>Effective Date</b>	<b>Fund</b>	<b>Site</b>
CL254500	Deborah Morrissey	LOA Unpaid Instructional Assistant I L & N	4/10/2023	ELO	ROES
CL254501	Armando Gonzalez	Full time Custodian from Sub Custodian	5/1/2023	General	OHES
CL254502	Lynn Hoffman	Campus Supervisor Summer Program	6/12/2023	Summer Prg	OHES
CL254503	Stacey Pisarcik	Campus Supervisor Summer Program	6/12/2023	Summer Prg	OHES
CL254504	Paula Uziel	Campus Supervisor Summer Program	6/12/2023	Summer Prg	OHES
CL254505	Beth Bergner	Campus Supervisor Summer Program	6/12/2023	Summer Prg	OHES
CL254506	Gurpreet Sumal	Instructional Assistant II Summer Program	6/12/2023	Summer Prg	OHES
CL254507	Lisa Solny	Instructional Assistant II Summer Program	6/12/2023	Summer Prg	OHES
CL254508	Alana Gurian	Health Tech Summer Program	6/5/2023	Summer Prg	OHES/OPHS
CL254509	Traci Baron	Office Manager Summer Program HS	6/5/2023	Summer Prg	OPHS
CL254510	Darci Gilbert	Office Manager Summer Program Elm	6/8/2023	Summer Prg	OHES
CL254511	Jerry Frizell	Custodian Summer Program HS	6/5/2023	Summer Prg	OPHS

<b>SEPARATION</b>					
<b>Number</b>	<b>Name</b>	<b>Position</b>	<b>Effective Date</b>	<b>Separation Type</b>	<b>Site</b>
CL254512	Natalie Leggett	Instructional Assistant I L & N	5/27/2023	Resignation	OHES
CL254513	Hindoli Dutta Gupta	Campus Supervisor	4/28/2023	Resignation	MCMS
CL254514	Shilpa Sadari	Campus Supervisor	5/27/2023	Resignation	OHES
CL254515	Lynn Hoffman	Campus Supervisor	6/24/2023	Resignation	ROES

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: MAY 16, 2023**  
**SUBJECT: APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**  
**ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS**

**CONSENT**

<b>AUTHORIZATION TO HIRE</b>					
<b>Number</b>	<b>Name</b>	<b>Position</b>	<b>Start Date</b>	<b>Fund</b>	<b>Site</b>
01CE12349	Samantha Lavin	Psychologist	7/31/2023	General	District Wide
01CE12350	Shayna Nelson	Speech Language Pathologist	8/7/2023	General	District Wide
01CE12351	Jason Moore	Teacher	8/7/2023	General	MCMS
01CE12352	Catherine Melton	Teacher	8/7/2023	General	MCMS
01CE12353	Ling Zhu	Teacher	8/7/2023	General	OPHS

<b>AUTHORIZATION TO PAY STIPEND</b>						
<b>Number</b>	<b>Name</b>	<b>Position</b>	<b>Start Date</b>	<b>Fund</b>	<b>Salary</b>	<b>Site</b>
01CE12354	Vic Anderson	Class Size Overages (April 2023)	04/01/2023	General	\$66	OPHS
01CE12355	Jeff Smith	Class Size Overages (April 2023)	04/01/2023	General	\$98	OPHS
01CE12356	Kathy Bowman	Class Size Overages (April 2023)	04/01/2023	General	\$76	OPHS
01CE12357	Eric Pryor	Class Size Overages (April 2023)	04/01/2023	General	\$60	OPHS
01CE12358	Tim Chevalier	Class Size Overages (April 2023)	04/01/2023	General	\$200	OPHS
01CE12359	Jessica Bretzing	Class Size Overages (April 2023)	04/01/2023	General	\$230	OHES
01CE12360	Beth Rubin	Class Size Overages (April 2023)	04/01/2023	General	\$100	OHES
01CE12361	Sandra Hirano	Class Size Overages (April 2023)	04/01/2023	General	\$300	BES
01CE12362	Brandie Pryor	Class Size Overages (April 2023)	04/01/2023	General	\$300	BES
01CE12363	Allison Elbaz	Class Size Overages (April 2023)	04/01/2023	General	\$300	BES
01CE12364	Erik Squire	Class Size Overages (April 2023)	04/01/2023	General	\$300	BES
01CE12365	Danielle McKendry	Class Size Overages (April 2023)	04/01/2023	General	\$300	ROES
01CE12366	Tahnee Munoz	Class Size Overages (April 2023)	04/01/2023	General	\$450	ROES
01CE12367	Lynnae Gaeta	Class Size Overages (April 2023)	04/01/2023	General	\$450	ROES
01CE12368	Maureen McDowell	Class Size Overages (April 2023)	04/01/2023	General	\$150	ROES
01CE12369	Robbin Lund	Class Size Overages (April 2023)	04/01/2023	General	\$130	ROES
01CE12370	Amy Buccino	Class Size Overages (April 2023)	04/01/2023	General	\$150	ROES
01CE12371	Erica White	Class Size Overages (April 2023)	04/01/2023	General	\$130	ROES
01CE12372	Malia Cadle	Culmination Events	05/01/2023	PFA	\$300	MCMS
01CE12373	Tara Lamb	Culmination Logistics	05/01/2023	PFA	\$300	MCMS
01CE12374	Paula Franco	Culmination Program	05/01/2023	PFA	\$300	MCMS
01CE12375	Kristina Skiba	Culmination Speeches	05/01/2023	PFA	\$150	MCMS
01CE12376	Marta Graves	Culmination Support	05/01/2023	PFA	\$150	MCMS
01CE12377	Cyndi Smilor	Summer School (Middle School) Counselor	07/17/2023	LRBG	\$2,160	MCMS
01CE12378	Jenny Charrett	Summer School (High School) Counselor	06/05/2023	LRBG	\$6,804	OPHS
01CE12379	Heather Sloan	Summer School (Elementary) Principal	06/12/2023	LRBG	\$6,705.72	OHES
01CE12380	Gia Jantz	Summer School (Middle School) Principal	07/17/2023	LRBG	\$4,492.80	MCMS
01CE12381	Alexis Boyadjian	Summer School (Middle School) Dean	07/17/2023	LRBG	\$4,060.80	MCMS
01CE12382	Jason Meskis	Summer School (High School) Principal	06/05/2023	LRBG	\$18,036	OPHS

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**  
**ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS**

<b>IN-SERVICE CHANGE/ADDITIONAL HOURS</b>					
<b>Number</b>	<b>Name</b>	<b>Change</b>	<b>Effective Date</b>	<b>Fund</b>	<b>Site</b>
01CE12383	Heather Sloan	Teacher to Principal	07/01/2023	General	OHES
<b>SUMMER PROGRAMS/ESY</b>					
<b>Number</b>	<b>Name</b>	<b>Change</b>	<b>Effective Date</b>	<b>Fund</b>	<b>Site</b>
01CE12384	Gracie Jerrems	ESY Preschool	6/12/2023	SPED	OHES
01CE12385	Lacey Concepcion	ESY Elementary	6/12/2022	SPED	OHES
01CE12386	Christina Paizis	ESY Elementary	6/12/2023	SPED	OHES
01CE12387	Kellie Gross	ESY Middle/High	6/5/2023	SPED	OPHS
01CE12388	Troy Labnow	Summer School (High School) Teacher	6/5/2023	LRBG	OPHS
01CE12389	Kathy Bowman	Summer School (High School) Teacher	6/5/2023	LRBG	OPHS
01CE12390	Erik Amerikaner	Summer School (High School) Teacher	6/5/2023	LRBG	OPHS
01CE12391	Yeganeh Gorji	Summer School (High School) Teacher	6/5/2023	LRBG	OPHS
01CE12392	Michael Winkler	Summer School (High School) Teacher	6/5/2023	LRBG	OPHS
01CE12393	Brittany Ulloa	Summer School (High School) Teacher	6/5/2023	LRBG	OPHS
01CE12394	Michael O'Hagan	Summer School (Middle School) Teacher	7/17/2023	LRBG	MCMS
01CE12395	Amy Sinnamon	Summer School (Middle School) Teacher	7/17/2023	LRBG	MCMS
01CE12396	Tiffany Johnson	Summer School (Middle School) Teacher	7/17/2023	LRBG	MCMS
01CE12397	Shanna Sarris	Summer School (Middle School) Teacher	7/17/2023	LRBG	MCMS
01CE12398	Danielle Warnes	Summer School (Elementary) Teacher	6/12/2023	LRBG	OHES
01CE12399	Sarah Rozenberg	Summer School (Elementary) Teacher	6/12/2023	LRBG	OHES
01CE12400	Kristin Chobanian	Summer School (Elementary) Teacher	6/12/2023	LRBG	OHES
01CE12401	Erica White	Summer School (Elementary) Teacher	6/12/2023	LRBG	OHES
01CE12402	Lynnae Gaeta	Summer School (Elementary) Teacher	6/12/2023	LRBG	OHES
01CE12403	Elizabeth Pitcher	Summer School (Elementary) Teacher	6/12/2023	LRBG	OHES
01CE12404	Julie Matthews	Summer School (Elementary) Teacher	6/12/2023	LRBG	OHES
01CE12405	Lynette Hiday	Summer School (Elementary) Teacher	6/12/2023	LRBG	OHES
01CE12406	Denise Keane	Summer School (Elementary) Teacher	6/12/2023	LRBG	OHES
01CE12407	Quinn Schlatter	Summer School (Elementary) Teacher	6/12/2023	LRBG	OHES

**SEPARATION**

<b>Number</b>	<b>Name</b>	<b>Position</b>	<b>Effective Date</b>	<b>Separation</b>	<b>Site</b>
01CE12409	Sharon Lavene	Teacher	05/26/2023	Retirement	MCMS
01CE12410	Kim Connelly	Teacher	05/26/2023	Retirement	MCMS
01CE12411	Kathy Strong	Teacher	05/26/2023	Retirement	ROES
01CE12412	Roland Herberg	Teacher	05/26/2023	Retirement	OPHS

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE CERTIFICATED PERSONNEL ACTIONS AS RECOMMENDED BY THE SUPERINTENDENT**  
**ISSUE: APPROVAL/RATIFICATION OF CERTIFICATED PERSONNEL ACTIONS**

**SEPARATION**

Number	Name	Position	Effective Date	Separation	Site
01CE12413	Lori Glazer	Teacher	05/26/2023	Resignation	OPIS
01CE12414	Suzie Stasiefski	Counselor	05/26/2023	Resignation	OPHS
01CE12415	Katelyn Gregg	Teacher	05/26/2023	Resignation	ROES
01CE12416	Michelle Varju	Teacher	05/26/2023	Resignation	BES
01CE12417	Erik Warren	Principal	05/26/2023	Resignation	ROES

Prepared by: Stewart McGugan Assistant Superintendent, Human Resources

\* LRBG stands for Learning Recovery Block Grant

Respectfully Submitted,

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: ACCEPT 2022-2023 SECOND PERIOD ATTENDANCE REPORT**

CONSENT

**ISSUE:** Shall the Board receive, review, and accept the 2022-2023 Second Period (P-2) Attendance Report on the status of the District's Average Daily Attendance (ADA) ending with the seventh school month?

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

Education Code 41601 requires governing board of each school district For the purposes of this chapter, the governing board of each school district shall report to the Superintendent of Public Instruction during each fiscal year the average daily attendance of the district for all full school months during (1) the period between July 1 and December 31, inclusive, to be known as the "first period" report for the first principal apportionment, and (2) the period between July 1 and April 15, inclusive, to be known as the "second period" report for the second principal apportionment. Each county superintendent of schools shall report the average daily attendance for the schools and classes maintained by him or her and the average daily attendance for the county school tuition fund.

**BOARD POLICY:** N/A

**GOALS:** N/A

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

**RECOMMENDATION:** For information and approval

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

Respectfully submitted,

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Jeff Davis, Ed.D.  
Superintendent

**MAY 16, 2023 BOARD MEETING**  
Accept Second Period Attendance Report  
Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

Month 8: March 6, 2023 - March 31, 2023				YTD: August 9, 2022 - March 31, 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
<b>BES</b>				<b>BES</b>			
K	94.00	86.45	91.97%	K	94.00	87.17	92.73%
1	82.00	76.65	93.48%	1	82.00	77.28	94.24%
2	106.00	99.55	93.92%	2	106.00	99.52	93.89%
3	80.00	74.00	92.50%	3	80.00	75.21	94.01%
4	82.00	77.35	94.33%	4	82.00	78.77	96.06%
5	118.00	111.00	94.07%	5	118.00	112.99	95.76%
SDC			0.00%	SDC			0.00%
<b>Total</b>	<b>562.00</b>	<b>525.00</b>	<b>93.42%</b>	<b>Total</b>	<b>562.00</b>	<b>530.94</b>	<b>94.47%</b>
<b>OHES</b>				<b>OHES</b>			
K	101.00	94.80	93.86%	K	101.00	93.70	92.77%
1	78.00	73.45	94.17%	1	78.00	73.16	93.79%
2	77.00	73.90	95.97%	2	77.00	71.90	93.38%
3	63.00	60.00	95.24%	3	63.00	61.06	96.92%
4	78.00	75.60	96.92%	4	78.00	74.18	95.10%
5	81.00	77.45	95.62%	5	81.00	77.67	95.89%
SDC			0.00%	SDC			0.00%
<b>Total</b>	<b>478.00</b>	<b>455.20</b>	<b>95.23%</b>	<b>Total</b>	<b>478.00</b>	<b>451.67</b>	<b>94.49%</b>
<b>ROES</b>				<b>ROES</b>			
K	121.00	114.25	94.42%	K	121.00	111.15	91.86%
1	85.00	80.50	94.71%	1	85.00	79.76	93.84%
2	82.00	76.00	92.68%	2	82.00	77.95	95.06%
3	99.00	91.70	92.63%	3	99.00	92.16	93.09%
4	114.00	108.75	95.39%	4	114.00	108.43	95.11%
5	89.00	84.70	95.17%	5	89.00	85.26	95.80%
SDC			0.00%	SDC			0.00%
<b>Total</b>	<b>590.00</b>	<b>555.90</b>	<b>94.22%</b>	<b>Total</b>	<b>590.00</b>	<b>554.71</b>	<b>94.02%</b>
<b>MCMS</b>				<b>MCMS</b>			
6	325.00	311.05	95.71%	6	325.00	310.08	95.41%
7	360.00	342.45	95.13%	7	360.00	343.70	95.47%
8	323.00	306.05	94.75%	8	323.00	304.03	94.13%
SDC			0.00%	SDC			0.00%
<b>Total</b>	<b>1,008.00</b>	<b>959.55</b>	<b>95.19%</b>	<b>Total</b>	<b>1008.00</b>	<b>957.81</b>	<b>95.02%</b>
<b>OPHS</b>				<b>OPHS</b>			
9	393.00	376.10	95.70%	9	393.00	378.13	96.22%
10	356.00	338.45	95.07%	10	356.00	337.46	94.79%
11	346.00	320.80	92.72%	11	346.00	331.50	95.81%
12	330.00	304.45	92.26%	12	330.00	307.12	93.07%
SDC			0.00%	SDC			0.00%
<b>Total</b>	<b>1,425.00</b>	<b>1339.80</b>	<b>94.02%</b>	<b>Total</b>	<b>1425.00</b>	<b>1354.21</b>	<b>95.03%</b>
<b>OVHS</b>				<b>OVHS</b>			
<b>Total</b>	<b>34.00</b>	<b>28.09</b>	<b>82.62%</b>	<b>Total</b>	<b>39.00</b>	<b>24.89</b>	<b>63.82%</b>
<b>OPIS</b>				<b>OPIS</b>			
<b>Total</b>	<b>206.00</b>	<b>200.50</b>	<b>97.33%</b>	<b>Total</b>	<b>206.00</b>	<b>187.49</b>	<b>91.01%</b>
<b>Other**</b>				<b>Other***</b>			
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Total</b>	<b>4,303.00</b>	<b>4,064.04</b>	<b>94.45%</b>	<b>Total</b>	<b>4,308.00</b>	<b>4,061.71</b>	<b>94.28%</b>

<b>Attendance School District</b>						
<b>County: Ventura</b>					<b>Fiscal Year: 2022-23</b>	
<b>District: Oak Park Unified School District</b>					<b>P-2</b>	
<b>CDS Code:</b>						
<b>Regular ADA</b>		<b>TK/K-3</b>	<b>Grades 4-6</b>	<b>Grades 7-8</b>	<b>Grades 9-12</b>	<b>Total</b>
Regular ADA (Includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	A-1	1,008.21	865.38	681.75	1,506.38	4,061.71
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	A-2	1.07	0.88	0.37	0.51	2.83
Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a) (7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	A-3	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education - Nonpublic, Nonsectarian Schools [EC56366 (a) (7)] and/or Nonpublic, Nonsectarian Schools - Licensed Children's Institutions (Divisor 175)	A-4	0.00	0.00	0.00	0.00	0.00
Community Day School [EC 48660] (Divisor 70/135/180)	A-5	0.00	0.00	0.00	0.00	0.00
<b>ADA Totals (Sum of A-1 through A-5)</b>	<b>A-6</b>	<b>1,009.28</b>	<b>866.26</b>	<b>682.12</b>	<b>1,506.89</b>	<b>4,064.55</b>
<b>Other</b>						
Full-Time Traditional Independent Study ADA, pursuant to EC 51747, included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered	B-1	8.19	18.00	34.02	127.28	187.49

Attendance School District						
County: Ventura						Fiscal Year: 2022-23
District: Oak Park Unified School District						P-2
CDS Code:						
Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens						
Full-Time Traditional Independent Study ADA not eligible for general funding, pursuant to EC 51745.6, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-2	0.00	0.00	0.00	0.00	0.00
Course Based Independent Study ADA, pursuant to EC 51749.5, included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-3	0.00	0.00	0.00	0.00	0.00
Course Based Independent Study ADA not eligible for general funding, pursuant to EC 51745.6, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-4	0.00	0.00	0.00	0.00	0.00
ADA for Students in Transitional Kindergarten pursuant to EC 46300 included in Section A (Lines A-1 through A-5, TK/K-3 Column, First Year	B-5	82.45				82.45

Attendance School District					
County: Ventura					Fiscal Year: 2022-23
District: Oak Park Unified School District					P-2
CDS Code:					
Regular ADA	TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
ADA Only)					
ADA for Students in Continuation Education included in Section A (Line A-1, Grades 9-12 Column)	B-6			24.89	24.89
ADA for Students in Opportunity Classes included in Section A (Line A-1, Total Column)	B-7				0.00
Prior Year ADA Adjustment (P-1 and P-2 only)	TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Prior Year P-2 ADA for pupils attending a charter school sponsored by the district in the current year who attended a non-charter school of the district in the prior year [EC 42238.051 (a) (2) (B)].					
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class and Continuation Education)	C-1	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	C-2	0.00	0.00	0.00	0.00
<b>ADA Totals (C-1 + C-2)</b>	C-3	0.00	0.00	0.00	0.00
Prior Year P-2 ADA for pupils attending a non-charter school in the current year who attended a charter school sponsored by the district in the prior year [EC 42238.051 (a) (2) C].					

Attendance School District						
<b>County: Ventura</b>						<b>Fiscal Year: 2022-23</b>
<b>District: Oak Park Unified School District</b>						<b>P-2</b>
<b>CDS Code:</b>						
Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-4	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	C-5	0.00	0.00	0.00	0.00	0.00
<b>ADA Totals (C-4 + C-5)</b>	C-6	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Prior Year P-2 ADA attributable to district resident pupils attending a non-charter school [EC 42238.052].</b>						
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-7	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	C-8	0.00	0.00	0.00	0.00	0.00
<b>ADA Totals (C-7 + C-8)</b>	C-9	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Gain or Loss of ADA due to a Reorganization or Transfer of Territory [EC 42238.05 (a)(3)]. If the ADA adjustment is a loss, report the loss as a negative number in Line C-10 or C-11.</b>						

Attendance School District						
County: Ventura					Fiscal Year: 2022-23	
District: Oak Park Unified School District					P-2	
CDS Code:						
Regular ADA		TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	C-10	0.00	0.00	0.00	0.00	0.00
Extended Year Special Education [EC 56345 (b) (3)] (Divisor 175)	C-11	0.00	0.00	0.00	0.00	0.00
<b>ADA Totals (C-10 + C-11)</b>	C-12	0.00	0.00	0.00	0.00	0.00

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE OUT OF STATE TRIP FOR OAK PARK HIGH SCHOOL GIRLS’ BASKETBALL TRIP, SECTION 7 TOURNAMENT– JUNE 14-16, 2023**

CONSENT

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**ISSUE:** Shall the Board approve an out-of-state field trip for the OPHS Girls’ Basketball to Phoenix, Arizona?

**BACKGROUND:** Principal, Mat McClenahan, requests approval for this tournament scheduled for June 14-16, 2023, in Phoenix, AZ. 15 athletes, 1 male coach, 1 female coach, and parents chaperone will travel by private vehicles and/or plane with transportation provided by parents. They will depart on Wednesday, June 14<sup>th</sup> at approximately 7 a.m. and return on Friday, June 16<sup>th</sup> at approximately 9 p.m. The team, families and chaperones will stay at the Renaissance Phoenix Glendale Hotel, Phoenix, AZ. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved *Field Trip Planning/Checklist* have been met.

**FISCAL IMPACT:** The cost is \$150 - \$250 per athlete (which includes team bonding activities lodging, and food). Funding source is the ASB Girls’ Basketball 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 District goal 2.B – Increase extracurricular program offerings and participation in all TK-12 schools.

**ALTERNATIVES:**

1. Approve out-of-state trip for Oak Park High School Girls’ Basketball Team – Phoenix, AZ.
2. Do not approve out-of-state trip for Oak Park High School Girls’ Basketball Team

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted:

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Jeff Davis, Ed.D.  
Superintendent

**BOARD OF EDUCATION, MAY 16, 2023**  
Approve an out-of-state trip for the OPHS Girls  
Basketball Team to Phoenix, AZ  
Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL CROSS COUNTRY MAMMOTH LAKES TRIP – JULY 23-28, 2023**

CONSENT

**ISSUE:** Shall the Board approve an overnight field trip for the OPHS Cross Country to Mammoth Lakes, California?

**BACKGROUND:** Principal, Mat McClenahan, requests approval for this camp scheduled for July 23-28, 2023, in Mammoth Lakes, CA. Approximately 50 athletes, 4 coaches, and 7 adult male and female chaperones will travel by district approved drivers in district and private vehicles. They will depart on Sunday, July 23<sup>rd</sup> at approximately 7 a.m. and return on Friday, July 28<sup>th</sup> at approximately 5 p.m. Team and chaperones will stay at the Mammoth Mountain Inn, Mammoth, CA. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved *Field Trip Planning/Checklist* have been met.

**FISCAL IMPACT:** The cost is \$500 per athlete (which includes transportation, team bonding activities lodging, and food). Funding source is the ASB Cross Country Fund and is included in the ASB 2023-2024 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 District goal 2.B – Increase extracurricular program offerings and participation in all TK-12 schools.

**ALTERNATIVES:**

1. Approve overnight trip for Oak Park High School Cross Country Team – Mammoth Lakes, CA.
2. Do not approve overnight trip for Oak Park High School Cross Country Team.

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted:

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Jeff Davis, Ed.D.  
Superintendent

**BOARD OF EDUCATION, MAY 16, 2023**  
Approve an overnight field trip for the OPHS Cross  
County Team to Mammoth Lakes, CA  
Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE OVERNIGHT TRIP FOR OAK PARK HIGH SCHOOL ASSOCIATED STUDENT BODY TO FULCRUM LEADERSHIP RETREAT – AUGUST 5-6, 2023**

**CONSENT**

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

**BACKGROUND:** Principal, Mat McClenahan, requests approval for this retreat scheduled for August 5-6, 2023, in Pacific Palisades, CA. Approximately 34 students, and 5 adult male and female chaperones (including the ASB Advisor) will travel by district approved drivers in district vehicles. They will depart on Saturday, August 5<sup>th</sup> at approximately 8:15 a.m. and return on Sunday, August 6<sup>th</sup> at approximately 1 p.m. Students and chaperones will stay at the Temescal Canyon in Pacific Palisades, CA. Accept this as certification that the Principal has reviewed and verified that all the required components of the approved *Field Trip Planning/Checklist* have been met.

**FISCAL IMPACT:** Each student will pay \$175 of the total cost which is \$375 per student (which includes retreat fees, lodging, and food). The balance will be funded from the ASB Leadership Account and is included in the ASB 2023-2024 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 District goal 2.B – Increase extracurricular program offerings and participation in all TK-12 schools.

**ALTERNATIVES:**

1. Approve overnight trip for Oak Park High School ASB – Pacific Palisades, CA.
2. Do not approve overnight trip for Oak Park High School ASB

**RECOMMENDATION:** Alternative No. 1

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

Respectfully submitted:

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Jeff Davis, Ed.D.  
Superintendent

**BOARD OF EDUCATION, MAY 16, 2023**  
Approve an overnight field trip for OPHS ASB  
To Pacific Palisades, CA  
Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE DISPOAL OF OBSOLETE OR SURPLUS INSTRUCTIONAL MATERIALS AND/OR BOOKS**

CONSENT

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

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

**FISCAL IMPACT:** None

**BOARD POLICY:** Pursuant to Board Policy BP 3270 -The Governing Board recognizes its fiscal responsibility to maximize the use of district equipment, supplies, instructional materials, and other personal property while providing up-to-date resources that facilitate student learning and effective district operations. When the Board, upon recommendation of the Superintendent or designee, declares any district-owned property unusable, obsolete, or no longer needed, the Board shall determine the estimated value of the property and shall decide whether the property will be donated, sold, or otherwise disposed of as prescribed by law and administrative regulation.

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

**ALTERNATIVES:**

1. Approve a motion declaring the inventory of instructional materials and library books obsolete and/or surplus.
2. Do not approve a motion declaring the inventory of instructional materials and library books obsolete and / or surplus.

**RECOMMENDATION:** Alternative #1

Prepared by: Tammy Herzog, Assistant Superintendent Educational Services

Respectfully submitted,

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Jeff Davis, Ed.D.,  
Superintendent

**BOARD MEETING, MAY 16, 2023**

Approve Disposal of Obsolete or Surplus  
Instructional Materials or Books

Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

<b>Title</b>	<b>ISBN#</b>	<b>Publisher</b>	<b>Copyright Date</b>	<b>Quantity</b>
Focus on California Physical Science	9132012707	Pearson	2008	447
California Mathematics: Concepts, Skills, and Problem Solving, Grade 6 (Teachers Edition)	9780078778483	McGraw Hill	2008	4
World History California: Ancient Civilizations, Grade 6	9780618531271	McDougal Littell	2006	130
World History California: Medieval and Early Modern Times	9780618532940	McDougal Littell	2006	577
California Algebra Readiness	9780078777370	Glencoe McGraw Hill	2006	4
Voces Y Vistas	673216217	Pearson Prentice Hall	1992	68
Voces Y Vistas Workbook & Tape Manual	9780673207302	Pearson Prentice Hall	1992	17
Foundations of Algebra: Year 1	1931287031	C P M Educ Program	2002	68
I Love Learning Chinese (Secondary School) Textbook Vol. 1	9787301080023	Peking University Press	2006	64

<b>Title</b>	<b>ISBN#</b>	<b>Publisher</b>	<b>Copyright Date</b>	<b>Quantity</b>
Discovering French Today Rogue 3 (French 3)	978-0-547-87247-6	Houghton Mifflin Harcourt	2013	18
United States History- Preparing for the Advanced Placement Examination	978-1-56765-660-2	AMSCO	2010	99
Pacemaker Consumer Mathematics	978-0-78542-943-2	AGS Publishing	2003	9
Pacemaker Geometry	0-130-23837-6	Globe Pearson- Pearson Learning Group	2003	12
Pacemaker Algebra 1	0-130-23638-1	Globe Pearson- Pearson Learning Group	2001	12
Understanding Basic Statistics	978-1-111-82702-1	Brooks/Cole Cengage Learning	2013	152
Tooth and Nail	0-15-601382-7	Harcourt Brace & Company	1994	37
Technical Theatre for Nontechnical People	978-1-58115-344-6	Allworth Press	2004	22
Experience Clay	978-1-61528-030-8	Davis Publications, Inc.	2011	11
Discovering French Blanc	0-618-03505-2	D.C. Heath and Company	2001	62
Descubre 1 - cuaderno de practica	978-1-68004-489-8	Vista Higher Learning	2017	15
Descubre 2 - cuaderno de practica	978-1-68004-635-9	Vista Higher Learning	2017	166
Descubre 3 - cuaderno de practica	978-1-68004-687-8	Vista Higher Learning	2017	68
5 Steps to a 5 - AP Computer Science Principles 2nd Edition. 3 practice exams	978-1-260-46676-8	McGraw Hill	2018	25
5 Steps to a 5 - AP Computer Science Principles 3 practice exams	978-1-260-01999-5	McGraw Hill	2018	51
5 Steps to a 5 - AP Computer Science A 2019 3 practice exams	978-1-260-12264-0	McGraw Hill	2018	4
Sociology and you - Teacher's Edition	0-538-43066-4	National Textbook Company	2001	1
Psychology 8th edition	0-7167-6428-8	Worth Publishers	2007	58
Study Guide to accompany David G. Myers Psychology	978-0-7167-6137-2	Worth	2007	32
Arheim's Principles of Athletic Training	978-0-07-297108-8	Mc Graw Hill	2006	1
Miller- Living in the Environment Fifteenth Edition	0-495-17122-0	Thompson Brooks/Cole	2007	49
Discovering French Bleu. Euro edition	0-618-03504-4	McDougal Littell	2001	71
The Stranger - a novel	0-394-70002-3	Vintage Books	1942	28

Title	ISBN#	Publisher	Copyright Date	Quantity
MUSIC!	0-07-829756-7	Glencoe	2006	27
Reading California: Wonders	0-618-15715-0	Houghton Mifflin	2003	13
Reading California: Treasures	0-618-15714-X	Houghton Mifflin	2003	14
Reading California: Surprises	0-618-15713-1	Houghton Mifflin	2003	15
Reading California: Here We Go!	0-618-15158-3	Houghton Mifflin	2003	12
Reading California: Let's Be Friends	0-618-15160-5	Houghton Mifflin	2003	11
Reading California: Horizons	0-618-15719-0	Houghton Mifflin	2003	12
Reading California: Rewards	0-618-15718-2	Houghton Mifflin	2003	17
Reading California: Adventures	0-618-15716-6	Houghton Mifflin	2003	16
Reading California: Delights	0-618-15717-4	Houghton Mifflin	2003	14
Reading California: Traditions	0-618-15720-4	Houghton Mifflin	2003	14
Reading California: Expeditions	0-618-15721-2	Houghton Mifflin	2003	21
Reading Practice Book Grade 1 Vol 1	0-547-19541-4	Houghton Mifflin	2003	11
Reading Practice Book Grade 1 Vol 2	0-547-19536-0	Houghton Mifflin	2003	21
Reading Practice Book Grade 2 Vol 2	0-547-19531-5	Houghton Mifflin	2003	3
Reading Practice Book Grade 3 Vol 1	0-547-19545-2	Houghton Mifflin	2003	20
Reading Practice Book Grade 3 Vol 2	0-547-19548-3	Houghton Mifflin	2003	34
Reading Practice Book Grade 4	0-547-19529-2	Houghton Mifflin	2003	3
Reading Practice Book Grade 5	0-547-19543-8	Houghton Mifflin	2003	4
Health: Making Life Choices	0-538-42985-2	Glencoe	2000	7
Health: Making Life Choices TE	0-538-42986-0	Glencoe	2000	2
Health: Making Life Choices Teacher Resource Package		Glencoe	2000	1
Health & Wellness California	0-02-280604-0/5	McGraw Hill	2006	5
Health & Wellness California	0-02-280604-2/4	McGraw Hill	2006	5
Health & Wellness California	0-02-280602-4/3	McGraw Hill	2006	5
Anthem	1-60459-405-5	Wilder Publications	2008	2
The Call of the Wild	0-670-86796-9	Viking	1994	1
The Call of the Wild	1-4165-0019-3	Simon & Schuster	2005	9
The Call of the Wild	0-671-70494-X	Simon & Schuster	2001	6
The Call of the Wild	0-812-50432-1	Tom Doherty Assoc.	1986	1
The Catcher in the Rye	0-316-76917-4	Back Bay Books	2001	25
Go Tell It On the Mountain	0-345-80654-3	Vintage International	2013	14
e Adventures of Huckleberry Finn	1-59308-000-6	Barnes & Noble Books	2003	20
e Adventures of Huckleberry Finn	0-553-21079-3	Bantam Books		3
e Adventures of Huckleberry Finn	0-671-88803-X	Pocket Books	1994	1
e Adventures of Huckleberry Finn	0-812-50422-4	Tom Doherty Assoc.	1989	1

The Adventures of Huckleberry Finn	1-59308-112-6	Barnes & Noble Classics	2003	2
The Adventures of Huckleberry Finn	0-393-96640-4	Norton	1999	1
What If	0-205-61688-6	Pearson	2010	13
The Slave Dancer	0-689-84505-5	Aladdin Paperbacks	2008	20
The Adventures of Tom Sawyer	0-451-53093-6	Signet Classics	2008	13
The Adventures of Tom Sawyer	0-451-52653-8	Signet Classics	1997	4
The Adventures of Tom Sawyer	0-7434-0635-4	Simon & Schuster	2000	4
A Sand County Almanac	0-345-34505-3	Ballantine Books	1970	6
The Practice of Poetry	0-06-273024-4	Harper	2001	6
The Federalist Papers	0-553-21340-7	Bantam Books	1982	4
Johnny Tremain	0-440-44250-8	Yearling	1987	6
Johnny Tremain	0-547-61432-8	Houghton Mifflin Harcourt	1971	19
The Hobbit	0-345-33968-3	Ballantine Books	1965	23
EarthSea	0-547-77374-2	Houghton Mifflin Harcourt	2012	16
The Education of Little Tree	0-8263-2809-1	Univ. of New Mexico Press	2003	19
The Great Gatsby	0-02-019881-7	Collier Books	1992	1
The Great Gatsby	780-743-273 565	Scribner	2004	6
The Metamorphosis	0-393-96797-5	Bantam Books	1972	1
A Doll's House	145372334X	Maestro Reprints	2012	1
Red Badge of Courage	1-59308-119-5	Barnes & Noble Classics	2003	1
Red Badge of Courage	0-14-036710-1	Puffin Classics	1994	1
Red Badge of Courage	0-14-039081-2	Penguin Classics	1991	1
To Kill a Mockingbird	0-06-093546-4	Perennial Classics	2002	1

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: MAY 16, 2023**

**SUBJECT: APPROVE REVISED INSTRUCTIONAL CALENDAR FOR 2023-2024**

CONSENT

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**ISSUE:** Shall the Board of Education approve the revised instructional calendar for 2023-2024?

**BACKGROUND:** The Board approved the 2023-2024 Instructional Calendar at the October 19, 2021 meeting. When the calendar was submitted for approval the elementary teacher prep day was indicated as falling on October 9, with conference minimum days falling between October 23-30. Upon reviewing the trimester dates for the upcoming school year staff realized that the October teacher prep day and conference days should ideally be as close to the trimester end date as possible so that teachers have enough instructional day before review and assessments of students and the report cards that are provided to students and families. The teacher prep day is a non-school day for elementary students and a working day for teachers. The secondary school is in session so the date does not impact them. We are proposing to move the October teacher prep day from October 9 to the 23 and the conference days to begin on October 30 and end of November 7<sup>th</sup>. Schools pick 6 days for conferences in this date range. There is no other change to the calendar. The Calendar committee met on April 28 and recommended moving ahead with the revision. The revised calendar is included for the Board's review. Since there is no change to the start and end date or to other holidays in the calendar it is not required to obtain an advisory vote from OPTA and OPCA.

**FISCAL IMPACT:** None

**BOARD POLICY:** Pursuant to Board Policy 6111 School Calendar as appropriate, the Superintendent or designee shall ensure that the proposed calendar is aligned with assessment and accountability schedules in order to support the district's goals for student achievement. Each school calendar shall show the beginning and ending school dates, legal and local holidays, staff development days, orientation days, minimum days, vacation periods, and other pertinent dates.

**GOALS:** In support of OPUSD Goal 3 – Create a culture of collaboration between families and schools to build relationships that positively and powerfully impact student success.

**ALTERNATIVES:** 1. Approve the revised 2023-2024 instructional calendar.  
2. Do not approve the revised 2023-2024 instructional calendar.

**RECOMMENDATION:** Alternative #1

Respectfully submitted,

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Jeff Davis, Ed.D.,  
Superintendent

**MAY 16, 2023 BOARD MEETING**

Approve Revised 2023-2024 Instructional Calendar

Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT**

**JULY 2023- JUNE 2024 - STUDENT/TEACHER CALENDAR**

**Revised Elementary Teacher Prep Day and Conference Days (moved closer to trimester end)**

JULY 2023							JANUARY 2024							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1		1	2	3	4	5	6	1-5 Winter Break/School Holiday
2	3	4	5	6	7	8	7	8	9	10	11	12	13	8 Sec Prep Day - Secondary students out of school, Elementary in school
9	10	11	12	13	14	15	14	15	16	17	18	19	20	9 First day of Sem 2
16	17	18	19	20	21	22	21	22	23	24	25	26	27	15 - MLK Day/School Holiday
23	24	25	26	27	28	29	28	29	30	31				17 days/Elem, 16 days/Sec (Instruction Days)
30	31													

AUGUST 2023							FEBRUARY 2024								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
		1	2	3	4	5						1	2	3	3, 4 TK-12 Opt Buy back
6	7	8	9	10	11	12	4	5	6	7	8	9	10	7 Teacher Prep Day	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	8 First School Day	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22- Trimester 2 ends	
27	28	29	30	31			25	26	27	28	29			19 - Presidents Day/School Holiday	
														18 Instruction Days	
														20 Instruction Days	

SEPTEMBER 2023							MARCH 2024									
S	M	T	W	T	F	S	S	M	T	W	T	F	S			
						1	2							1	2	
3	4	5	6	7	8	9	3	4	5	6	7	8	9	4- Labor Day/School Holiday		
10	11	12	13	14	15	16	10	11	12	13	14	15	16	15 - School Holiday		
17	18	19	20	21	22	23	17	18	19	20	21	22	23	4-8 Elem Spring Conferences/Min Days (Schools pick 4 days to hold conferences)		
24	25	26	27	28	29	30	24	25	26	27	28	29	30	25 - Yom Kippur/School Holiday		
							31							25-29 Spring Break//School Holidays		
														18 Instruction Days		
														16 Instruction Days		

OCTOBER 2023							APRIL 2024							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7		1	2	3	4	5	6	
8	9	10	11	12	13	14	7	8	9	10	11	12	13	
15	16	17	18	19	20	21	14	15	16	17	18	19	20	23 Elem Teacher Prep Day/Sec in school
22	23	24	25	26	27	28	21	22	23	24	25	26	27	30-31 Elem Conference Min Days
29	30	31					28	29	30					22 - Opt TK-12 Buy back day/School Holiday
														21 days Elem/22 days Sec (Instruction Days)
														21 Instruction Days

NOVEMBER 2023							MAY 2024							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4				1	2	3	4	1-3,6-7 Elem Conference Min Days (3/11 Trm 1 ends)
5	6	7	8	9	10	11	5	6	7	8	9	10	11	10 - Veterans Day/School Holiday
12	13	14	15	16	17	18	12	13	14	15	16	17	18	24 Last day of School
19	20	21	22	23	24	25	19	20	21	22	23	24	25	20-23 Thanksgiving Break/School Holidays
26	27	28	29	30			26	27	28	29	30	31		24 -Thanksgiving/School Holiday
														18 Instruction Days
														92 days/Elem, 91 days/Sec (Instruction Days)

DECEMBER 2023							JUNE 2024								
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1	2							1	
3	4	5	6	7	8	9	2	3	4	5	6	7	8		
10	11	12	13	14	15	16	9	10	11	12	13	14	15	21 - End of Quarter 2/Semester 1	
17	18	19	20	21	22	23	16	17	18	19	20	21	22	22-29 Winter Break/School Holidays	
24	25	26	27	28	29	30	23	24	25	26	27	28	29	15 Instruction Days	
31							30							19 - Juneteenth	
														88 days/Elem, 89 days/Sec (Instruction Days)	

- Denotes School Holiday
- Denotes Beginning and End of school
- Optional Buy Back Days - Non school days (Before school)
- Denotes Teacher Prep Day (During the school year some students in school/some students out of school)
- Elementary Conference Days/Minimum Day(Schools can pick the 6 days in fall and the 4 days in Spring)

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE REVISED CLASSIFIED HOLIDAY CALENDAR FOR 2023-2024**

CONSENT

**ISSUE:** Shall the Board of Education approve the revised classified holiday calendar for 2023-2024?

**BACKGROUND:** The Board approved the 2023-2024 classified holiday calendar at the November 16, 2021 meeting. Since 2024 is a leap year when the Calendar was created June 28 was marked as a non-working day for classified staff whose work year is 260 days which includes 244 work days and 16 holidays. When calculating the work days from July 1, 2023 until June 28, 2024 the work year was coming up short by one day if the June 28<sup>th</sup> was included as a non-working day. The revision in this calendar from the one approved in November 2021 is making June 28, 2024 a work day. There is no other change to the calendar. The change is being requested by the Human Resources department and has been discussed with OPCA President.

**FISCAL IMPACT:** None

**BOARD POLICY:** Pursuant to Board Policy 4200 Classified Personnel each classified position shall have a designated title and regular minimum number of assigned hours per day, days per week, and months per year.

**GOALS:** N/A

**ALTERNATIVES:** 1. Approve the revised 2023-2024 classified holiday calendar.  
 2. Do not approve the revised 2023-2024 classified holiday calendar.

**RECOMMENDATION:** Alternative #1

Respectfully submitted,

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

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

# OAK PARK UNIFIED SCHOOL DISTRICT

## JULY 2023- JUNE 2024 - CLASSIFIED HOLIDAY CALENDAR

Revised to indicate June 28 as a working day for 12 month employees

JULY 2023							JANUARY 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							
2	3	4	5	6	7	8	7	1	2	3	4	5	6
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30	31												
AUGUST 2023							FEBRUARY 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30	31			25	26	27	28	29		
SEPTEMBER 2023							MARCH 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2						1	2
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28	29	30	24	25	26	27	28	29	30
							31						
OCTOBER 2023							APRIL 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7		1	2	3	4	5	6
8	9	10	11	12	13	14	7	8	9	10	11	12	13
15	16	17	18	19	20	21	14	15	16	17	18	19	20
22	23	24	25	26	27	28	21	22	23	24	25	26	27
29	30	31					28	29	30				
NOVEMBER 2023							MAY 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4				1	2	3	4
5	6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30			26	27	28	29	30	31	
DECEMBER 2023							JUNE 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2							1
3	4	5	6	7	8	9	2	3	4	5	6	7	8
10	11	12	13	14	15	16	9	10	11	12	13	14	15
17	18	19	20	21	22	23	16	17	18	19	20	21	22
24	25	26	27	28	29	30	23	24	25	26	27	28	29
31							30						

	Denotes School and Classified Holidays
	Denotes Beginning and End of school

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: RATIFY AGREEMENT FOR LEGAL SERVICES WITH LOZANO SMITH**  
**CONSENT**

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**ISSUE:** Shall the Board of Education ratify contract for legal services with Lozano Smith from May 2, 2023-June 2024 school year??

**BACKGROUND:** Oak Park Unified School District is utilizing the services of Lozano Smith as needed for second opinion on legal matters. Therefore, it is the recommendation of staff that the Board approve the ratification of the agreement with Lozano Smith for legal services from May 2, 2023- June 2024 school year. A copy of the agreement follows for the Board’s information and review.

**FISCAL IMPACT:** The cost for services will be billed as needed and will be included in the budget.

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

**GOAL:** N/A

- ALTERNATIVES:**
1. Approve the ratification of the agreement with Lozano Smith for legal services from May 2, 2023-June 2024.
  2. Do not approve the ratification of the agreement.

**RECOMMENDATION:** Alternative #1

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

Respectfully submitted,

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

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective May 2, 2023, between the OAK PARK UNIFIED SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

- 1. ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
- 2. RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
- 3. REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.
- 4. MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
- 5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication

methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. **Termination by Client.** Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. **Termination by Mutual Consent or by Attorney.** Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. **Following Termination.** Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the

services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. **Dispute Regarding Fees.** Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. **Binding Arbitration.** Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for

arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Oak Park Unified School District	Lozano Smith, LLP
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Davis, Superintendent	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED 5/2/2023	DATE EXECUTED 05/02/2023



### PROFESSIONAL RATE SCHEDULE FOR OAK PARK UNIFIED SCHOOL DISTRICT

#### 1. HOURLY PROFESSIONAL RATES

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

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 395 per hour
Associate	\$ 215 - \$ 295 per hour
Paralegal / Law Clerk	\$ 150 - \$ 200 per hour
Consultant	\$ 200 - \$ 395 per hour

\* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

\*\* Rates for work performed by Senior Partners with 20 years of experience or more may range from \$395 - \$450 per hour. <sup>1</sup>

#### 2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

#### 3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

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

<sup>1</sup> Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	\$ 400 per hour
Associate	\$ 375 per hour
Paralegal / Law Clerk	\$ 200 per hour

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE DESIGNATION OF THE 2023-2024 DISTRICT/SCHOOL REPRESENTATIVES TO CALIFORNIA INTERSCHOLASTIC FEDERATION LEAGUES**

CONSENT

**ISSUE:** Shall the Board of Education appoint a representative and alternate for Oak Park High School to the California Interscholastic Federation (CIF) Leagues for the 2023-2024 school year?

**BACKGROUND:** Education Code 33353(a)(1) requires the Board of Education to approve the appointment of individuals by name or by title who will be school representatives to the athletic leagues for the upcoming year. If a governing board does not take appropriate action to designate representatives, CIF is required to suspend voting privileges for the affected schools. The staff is recommending that the Board approve the appointment of Kathryn Klamecki and Tim Chevalier as the representatives of the District to CIF Leagues for 2023-2024 school year. Staff is also recommending that the Board approve the reappointment of Mr. Jason Meskis, Assistant Principal of Oak Park High School who oversees Athletics to be re-designated as the alternate for CIF League for the District.

**FISCAL IMPACT:** None

**BOARD POLICY:** N/A

**GOAL:** N/A

- ALTERNATIVES:**
1. Approve appointment of Kathryn Klamecki and Tim Chevalier as representatives and Jason Meskis as alternate for Oak Park High School to California Interscholastic Federation (CIF) Leagues for the 2023-2024 school year.
  2. Board of Education can approve appointment of an alternative representative of their choice.

**RECOMMENDATION:** Alternative #1.

Respectfully submitted:

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

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____



TO: SUPERINTENDENT OF PUBLIC SCHOOLS  
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

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

DATE: APRIL 1, 2023

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2023-2024**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

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

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

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

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

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

**Please return the enclosed form no later than June 28, 2023, directly to your CIF Section Office. Addresses of each section are listed on the back of the form.** Please contact us if we can give you further information.

**2023-2024 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2023.**

Oak Park Unified School District/Governing Board at its May 16, 2023 meeting,

(Name of school district/governing board)

(Date)

appointed the following individual(s) to serve for the 2023-2024 school year as the school's league representative:

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

NAME OF SCHOOL Oak Park High School

NAME OF REPRESENTATIVE Kathryn Klamecki POSITION Athletic Director

ADDRESS 899 Kanan Rd CITY Oak Park ZIP 91377

PHONE 818-735-3300 FAX 818-707-7970 E-MAIL Kklamecki@opusd.org

\*\*\*\*\*

NAME OF SCHOOL Oak Park High School

NAME OF REPRESENTATIVE Tim Chevalier POSITION Teacher

ADDRESS 899 Kanan Rd CITY Oak Park ZIP 91377

PHONE 818-735-3300 FAX 818-707-7970 E-MAIL Tchevalier@opusd.org

\*\*\*\*\*

NAME OF SCHOOL Oak Park High School

NAME OF REPRESENTATIVE Jason Meskis POSITION Assistant Principal

ADDRESS 899 Kanan Rd CITY Oak Park ZIP 91377

PHONE 818-735-3300 FAX 818-707-7970 E-MAIL \_\_\_\_\_

\*\*\*\*\*

NAME OF SCHOOL \_\_\_\_\_

NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

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

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

Address 5801 Conifer St City Oak Park Zip 91377

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

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

## CIF SECTION OFFICES

### **CIF CENTRAL SECTION**

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

### **CIF CENTRAL COAST SECTION**

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

### **CIF LOS ANGELES SECTION**

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

### **CIF NORTH COAST SECTION**

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

### **CIF NORTHERN SECTION**

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

### **CIF OAKLAND SECTION**

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

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

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

### **CIF SAN DIEGO SECTION**

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

### **CIF SAN FRANCISCO SECTION**

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

### **CIF SOUTHERN SECTION**

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

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE 2022-2023 SCHOOL PLAN FOR STUDENT ACHIEVEMENT**

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ACTION

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

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

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

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

**FISCAL IMPACT:** None

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

**GOAL:** In Support of OPUSD Goals:  
Goal 1. Identify additional academic assistance opportunities, in-person and online, for all students.  
Goal 4. Maintain a sustainable planning and budgeting process collaborating with all groups.

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

**RECOMMENDATION:** Alternative #1

**BOARD MEETING, MAY 16, 2023**

Approve 2022-23 School Plan for Student Achievement

Page 2

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Prepared by:  
Tammy Herzog, Assistant Superintendent Educational Services

Respectfully submitted,

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Jeff Davis, Ed.D.,  
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: REVIEW AND APPROVE THE UPDATED EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN**

ACTION

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**ISSUE:** Shall the Board review and approve the updates to the Expanded Learning Opportunities Program Plan.

**BACKGROUND:** As the result of Assembly Bill (AB) 130 and later amended by AB 181 and 185, the Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade. “Expanded learning” means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

The Governing Board approved the OPUSD Expanded Learning Opportunities Program Plan on May 14, 2022. Intended to be a living document, the ELO-P plan update includes a revised structure and revised program objectives moving forward. ELO Program plans are to be reviewed and approved by the Board every 3 years (EC Section 46120[b][2]). An LEA may amend their ELO Program Plan, including the planned expenditures, based on changes in pupil needs identified as part of the LEAs ongoing assessment of the needs of the program. According to the CDE a materially altered plan should be brought to the LEA’s governing board for review and approval and then the updated plan should be posted on the LEA’s web page. Program plans do not need to be submitted to the CDE. The updated ELO-P plan is included for the Board’s review.

**FISCAL IMPACT:** Apportionment of \$499,133 for SY 2023-2024.

**BOARD POLICY:** Pursuant to Board Policy BP6145- Extracurricular and Cocurricular Activities The Governing Board recognizes that extracurricular and cocurricular activities enrich the educational and social development of students and enhance students’ feelings of connectedness with the schools.

**GOALS:** In Support of District Goal 1 Access and Equity  
A.1. Identify additional academic assistance opportunities, in-person and online, for all students.

**ALTERNATIVES:** 1. Approve the update to the Expanded Learning Opportunities Program Plan.  
2. Do not approve the updated to the Expanded Learning Opportunities Program Plan.

**RECOMMENDATION:** Alternative #1

**MAY 16, 2023 BOARD MEETING**

Prepared by:  
Sara Ahl, Director, Extended Care Program  
Tammy Herzog, Assistant Superintendent of Education Services

Respectfully submitted,

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Jeff Davis, Ed.D.,  
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

**Expanded Learning Opportunities  
Program Plan Guide**

**EXPANDED LEARNING  
OPPORTUNITIES PROGRAM PLAN**

Prepared by:  
Expanded Learning Division

California Department of Education  
1430 N Street, Suite 3400  
Sacramento, CA 95814-5901  
916-319-0923



**This Program Plan Template Guide is required by California *Education Code (EC)* Section 46120(b)(2)**

**Note: This cover page is an example, programs are free to use their own logos and the name of their program.**

# Expanded Learning Opportunities Program Plan Guide

## Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

**Local Educational Agency (LEA) Name:** Oak Park Unified School District

**Contact Name:** Tammy Herzog, Assistant Superintendent

**Contact Email:** [therzog@opusd.org](mailto:therzog@opusd.org)

**Contact Phone:** 818-735-3200

**Instructions:** Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. Brookside Elementary School
2. Medea Creek Middle School
3. Oak Hills Elementary School
4. Oak Park Independent School
5. Red Oak Elementary School

### Purpose

This template will aid LEAs in the development of a program plan as required by *EC* Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

### Definitions

“Expanded learning” means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning

# Expanded Learning Opportunities Program Plan Guide

experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (*EC* Section 8482.1[a])

“Expanded learning opportunities” has the same meaning as “expanded learning” as defined in *EC* Section 8482.1. “Expanded learning opportunities” does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (*EC* Section 46120[e][1])

## Instructions

This Program Plan needs to be approved by the LEA’s Governing Board in a public meeting and posted on the LEA’s website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with *EC* Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the *Quality Standards for Expanded Learning in California* (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education’s (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

# Expanded Learning Opportunities Program Plan Guide

## 1—Safe and Supportive Environment

*Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.*

The OPUSD Expanded Learning Opportunities Program is designed to ensure that all participating students thrive within a safe, supportive, and caring environment. The program is held on the campuses of each of our elementary schools (Brookside, Oak Hills, and Red Oak) and our middle school (Medea Creek), utilizing classroom space, common spaces such as the libraries and multi-purpose rooms, and various outdoor recreation areas on each campus. Students enrolled in the Oak Park Independent School do not attend school in person daily, however, may access the program during after-school hours and on non-school days at one of our other program sites.

The comprehensive staff training program includes but is not limited to the following topics related to student safety:

- Structured procedures for student sign-in and sign-out by authorized adults only through our specialized child-care student information software, Eleyo;
- Supervision and accounting of student numbers via daily rosters and frequent checks;
- Close monitoring and tracking of headcounts and student whereabouts at all times;
- Positive student behavior support;
- Procedures for first aid, enforcing hydration, scheduled handwashing, and enforcing safety guidelines and expectations;
- Emergency procedures, including lock-down, shelter-in-place, earthquake, and fire.

The wellbeing of each student is a priority for the program. Staff are trained to engage with students at all times to build trusting relationships. Through these connections with adults, students are more likely to feel comfortable asking for help, expressing needs and concerns, and speaking up about physical, emotional, mental, or social challenges.

# Expanded Learning Opportunities Program Plan Guide

## **2—Active and Engaged Learning**

*Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.*

Program leadership is responsible for the coordination and preparation of each day's learning activities for all groups and will guide staff through the implementation of daily schedules, which are made up of rotations that include learning activities and lessons. The activities are specific to each individual age group, focusing on the academic and developmental needs of each cohort and are intended to be meaningful, engaging, and fun.

Included in the learning supports are lessons and hands-on games and activities in the areas of STEAM (science, technology, engineering, art, and mathematics). Examples are science experiments, exploration of engineering concepts and projects, and the use of computers to enforce coding and programming concepts.

Recent district-wide assessment data show a need to reinforce and provide support for students in mathematics. Therefore, staff will include supplemental math practice and support as regular rotations throughout program hours. Literacy will also remain an area of priority, with reading and writing integrated into the daily schedule of rotations.

Reading is built into each day's rotations, with support provided as appropriate based on student need. The ELO-P staff will maintain regular communication with school staff to identify areas of focus for individual and groups of students.

## **3—Skill Building**

*Describe how the program will provide opportunities for students to experience skill building.*

In addition to the math and reading components explained above, the Expanded Learning Opportunities Program's educational and literacy element also includes homework assistance designed to help students meet grade-level standards. Additional educational enrichment components will include skill building in the areas of fine arts, physical fitness, and STEAM, that reinforce and complement the school's academic program.

The growth and development of social skills and leadership skills are also part of the design of the ELO-P program and will build upon the programming established at each school.

ELO-P staff work with students daily to address interpersonal conflict, problem solve, and establish productive friendships.

# Expanded Learning Opportunities Program Plan Guide

## **4—Youth Voice and Leadership**

*Describe how the program will provide opportunities for students to engage in youth voice and leadership.*

Students will be encouraged and guided to participate in opportunities to play leadership roles within the program, such as “Big Buddies,” staff assistants, and student activity liaisons. Within many of the daily activities, students develop abilities to work as a team and gain confidence. As part of the schools’ positive behavior systems, students practice using their voice to address conflict and to bring concerns to program staff. The culture in the ELO-P program is one that reinforces students speaking up when needed and nurtures a tight-knit community.

## **5—Healthy Choices and Behaviors**

*Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.*

Students will be provided daily snacks that align with the OPUSD Wellness policy and staff encourage students to consume a healthy balance of nutrients. Built into the daily schedules are breaks for hand washing and visiting restrooms.

Staff utilize indoor and outdoor activities (team and individual recreation/athletics, mindfulness, yoga, stretching, and cardiovascular activities) to demonstrate the importance of movement and expose students to varying forms of exercise.

## **6—Diversity, Access, and Equity**

*Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity.*

*Describe how the ELO-P will provide access and opportunity for students with disabilities.*

Throughout the planning process there is special attention to ensuring activities are inclusive of all students' and staff members' beliefs. Enrichment opportunities will embrace the diversity and rich cultural heritage students and their families bring to our schools and our Expanded Learning Opportunities Program. The partnership with Club Oak Park lends itself to ensuring access and equity because of the program's fully inclusive model. Staff are added when needed to address individual health or behavioral needs. Students with disabilities are fully accommodated and encouraged to participate because of the many social-emotional and academic benefits the program can provide.

OPUSD and community partners will actively recruit staff members who reflect the demographics of our student populations.

# Expanded Learning Opportunities Program Plan Guide

## **7—Quality Staff**

*Describe how the program will provide opportunities for students to engage with quality staff.*

Students participating in ELO-P will benefit from the established hiring and training practices of community partner, Club Oak Park. In line with the expectations of OPUSD and Club Oak Park regarding the rigorous recruitment of high-quality staff, ELO-P employees will be selected based on knowledge and experience. In addition, staff members must display an interest and ability to maintain a structured, safe, and nurturing environment for all students. In addition to ongoing professional development that includes targeted training in positive behavior intervention, health care, safety, etc., staff also engage in biweekly meetings to touch on topics of importance that arise within the program from day to day and week to week.

## **8—Clear Vision, Mission, and Purpose**

*Describe the program's clear vision, mission, and purpose.*

OPUSD's vision for the ELO-P is to strengthen the District's Climate of Care by providing opportunities for students to participate in experiences promoting academic, social-emotional, and personal growth. The mission and purpose of the Expanded Learning Opportunities Program are clear: to provide all students with academic and social programming that extends beyond the school day and school year. This programming is intended to mirror the high-quality support, guidance, and instructional programming that OPUSD prioritizes throughout its curricular and cocurricular programs.

## **9—Collaborative Partnerships**

*Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.*

The OPUSD ELO-P program functions through a direct partnership with Club Oak Park, the Extended Care Program that is available to OPUSD families. Club Oak Park is managed under the umbrella of the School District and provides the infrastructure needed to reach the objectives of the Expanded Learning Opportunities Program. The partnership allows unduplicated students to participate seamlessly with those students participating in the fee-based program and to have access to daily lessons, activities, and enrichment opportunities that are aligned with the mission of the ELO-P.

# Expanded Learning Opportunities Program Plan Guide

## 10—Continuous Quality Improvement

*Describe the program’s Continuous Quality Improvement plan.*

The team will work with corresponding school-site instructional staff to customize identified program components to the needs of individual students and student groups. Biweekly staff meetings will include time to discuss the progress and needs of ELO-P. Adjustments will be made as appropriate and more significant additions and changes will be made annually based on program review conducted with program staff.

Progress of ELO-P will be discussed in conjunction with the annual Club Oak Park Board Update.

## 11—Program Management

*Describe the plan for program management.*

The ELO-P Plan and Program will be managed by OPUSD Director of Extended Care Programs under supervision of OPUSD Assistant Superintendent, Educational Services. Beginning in the 2023-2024 school year, quarterly reviews will allow the Ed Services team to determine areas for adjustment and program progress.

The ELO-P Plan is intended to be fluid and updated every three years.

The Educational Services Team will meet monthly with the Business Services team to monitor ELO-P expenditures and budget.

## General Questions

### **Existing After School Education and Safety (ASES) and 21<sup>st</sup> Community Learning Centers (21<sup>st</sup> CCLC) Elementary and Middle School grantees.**

*ASES, 21<sup>st</sup> CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.*

N/A (OPUSD does not qualify for ASES and 21<sup>st</sup> CCLC grants)

# Expanded Learning Opportunities Program Plan Guide

## ***Transitional Kindergarten and Kindergarten***

*Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil- to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children.*

*How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?*

The ELO-P Program for Kindergarten and TK students is designed to meet the unique developmental needs of our youngest students. Under the supervision and direction of the Director of Extended Care Programs, a Site Leader possessing a background and certification or degree in Early Childhood Education or Child Development will coordinate the daily activities and lessons for TK and K students. Additional staff responsible for these students are Instructional Assistants I, Instructional Assistants II, and Club Oak Park Mentors. The program will maintain the staff to student ratio required for Expanded Learning Opportunities Program.

## ***Sample Program Schedule***

*Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.*

The ELO-P program calendar and hours align with those of the Extended Care Program, Club Oak Park. The program operates all 180 days of the school year in addition to 34 non-school days for a total of 214 days.

School-Day Hours: 6:45 am – 6:00 pm

Non-School-Day Hours: 6:45 am – 6:00 pm

Summer Program Hours: 7:00 am – 5:30 pm

ELO-P students will attend after-school hours, while a smaller group will also choose to attend the morning hours before school. In total, each day's offerings exceed the minimum 9-hour ELO-P requirement.

# Expanded Learning Opportunities Program Plan Guide

Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:

## **EC Section 46120(b)(2):**

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

## **EC Section 46120(b)(1)(A):**

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

## **EC Section 46120(b)(1)(B):**

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day. EC Section 46120(b)(3):

[LEAs] shall prioritize services provided pursuant to this section at

## Expanded Learning Opportunities Program Plan Guide

schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

### **EC Section 46120(b)(4):**

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

### **EC Section 46120(b)(6):**

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

### **EC Section 46120(c):**

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

### **EC Section 8482.3(d):**

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

### **EC Section 8482.6:**

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

### **EC sections 8483.4 and 46120(b)(2)(D):**

## **Expanded Learning Opportunities Program Plan Guide**

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

### ***EC Section 8482.3(c)(1)(A–B):***

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE INSTRUCTIONAL MATERIALS FOR MEDEA CREEK MIDDLE SCHOOL HEALTH COURSE**

**ACTION**

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**ISSUE:** Shall the Board approve instructional materials for Medea Creek Middle Schools Health Course?

**BACKGROUND:** The California Healthy Youth Act requires that comprehensive sexual health education and HIV prevention education be provided to students at least once in middle school or junior high school and once in high school, starting in grade 7. Per the California Healthy Youth Act, instruction must be medically accurate, age-appropriate, and inclusive of all students. All 7<sup>th</sup> grade students regardless of whether or not they are in the semester health course, or a yearlong elective will receive and have access to the health standards/curriculum including the content legally required by the CHYA. Year-long elective teachers will sign up for their 10 pull-out days on a calendar with the health teacher. The health teacher, using the standards and framework, will create the lessons for the students participating in the 10-day pull-out health lessons.

Positive Prevention Plus is the proposed sexual health and HIV/AIDS prevention curriculum for the Sexual Health and Aids unit. Positive Prevention Plus curriculum materials are evidence-based instruction in Comprehensive Sexual Health Education and Teen Pregnancy Prevention. All materials are aligned with National Health Education Standards (NHES), and in full compliance with California Education Code including California Healthy Youth Act (CHYA). The curriculum is medically accurate, age appropriate and parents have the option to opt their children out. The 2021 edition includes alignment with the California Health Education Standards and the California Education Code, updated nationwide data and sexual health resource information, and updated biomedical information.

Positive Prevention Plus is being recommended by the OPUSD Curriculum Council, who first reviewed it April 11, 2023, and recommended submitting for Board approval at the May 2, 2023 meeting.

**FISCAL IMPACT:** The estimated cost for the teacher’s edition is \$359. Funding source is Lottery Funds and will be included in the proposed 2023-24 adopted budget.

**BOARD POLICY:** Pursuant to Board Policy BP 6142.8- Comprehensive Health Education The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades. K-12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum.

Pursuant to Board Policy BP 6142.1- Sexual Health and HIV/AIDS Prevention Instruction - The Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention.

**BOARD MEETING, MAY 16, 2023**  
 Approve Instructional Materials for Medea  
 Creek Middle School Health Course  
 Page 2

Pursuant to Administrative Regulation AR 6161.1- Section and Evaluation of Instructional Materials - When possible, the district may pilot instructional materials in a representative sample of classrooms for a specified period of time during a school year, in order to determine the extent to which the materials support the district’s curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

**GOAL:** In Support of OPUSD Goals:  
 Goal 1 Access and Equity  
 Goal A.1. Focus on high-quality standards-based instruction and address learning gaps across all grades.

**ALTERNATIVES:** 1. Approve the request for instructional materials for Medea Creek Middle Schools Health Course.  
 2. Do not approve the request for instructional materials for Medea Creek Middle Schools Health Course.

**RECOMMENDATION:** Alternative #1

Prepared by:  
 Tammy Herzog, Assistant Superintendent Educational Services

Respectfully submitted,

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

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

**Course/Grade:** Health/7th

OPUSD Teacher Approval Date: January 18, 2023

**Text Title:** Comprehensive Sexual Health for California's Youth

OPUSD Dept Chair (6-12 only) Approval Date: N/A

**Author/Publisher:** Positive Prevention Plus

Site Admin Approval Date: N/A

**Date of Publication:** 2021 edition

OPUSD Admin Approval Date:

**CC First Reading Date:** April 11, 2023**CC Recommendation Date:** May 2, 2023**Text Description:**

[Positive Prevention PLUS \(PPP\)](#) curriculum materials are evidence-based instruction in Comprehensive Sexual Health Education and Teen Pregnancy Prevention. All materials are aligned with National Health Education Standards (NHES), and in full compliance with California Education Code including California Healthy Youth Act (CHYA). They are medically accurate and age appropriate. The 2021 edition includes alignment with the California Health Education Standards and the California Education Code, updated nationwide data and sexual health resource information, and updated biomedical information.

PPP features engaging and easy-to-follow semi-scripted lessons and teacher support materials. Lessons include:

1. Understanding Your Body
2. Gender and Sexual Orientation
3. Exploring Friendships
4. Bullying and Abuse
5. Human Trafficking
6. Preventing an Unplanned Pregnancy
7. Teen Pregnancy: Choices and Responsibilities
8. The HIV/AIDS Epidemic
9. Preventing Sexually Transmitted Infections
10. Recognizing and Reducing Risks
11. Media and Peer Pressures
12. HIV/STI Testing and Community Resources
13. Goal Setting

**Reason for Requesting a New Text:**

The California Healthy Youth Act (which became law in 2016) requires schools to provide students with comprehensive sexual health education, including HIV and STD prevention education, at least once in middle school and once in high school.

**The Framework:** This [document](#) from the state includes new recommendations for teaching K-12 health and sex education. School districts ARE NOT required to implement the framework when developing student health education programs; it is a recommendation for teachers and administrators. The California Department of Education has created a helpful [guide](#) to understanding the differences between the California Healthy Youth Act and the new framework.

**Curriculum:** Positive Prevention Plus is a state-approved curriculum to teach comprehensive sexual health and HIV prevention. **This curriculum has been piloted in the 9th-grade**

**health class for many years at Oak Park High School and taught by our trained teachers in the regular and summer school classes.** We are also considering using the Positive Prevention Plus lessons as part of our middle school curriculum for 7th grade.

The California Healthy Youth Act has five primary purposes:

- To provide pupils with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy;
- To provide pupils with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family;
- To promote understanding of sexuality as a normal part of human development;
- To ensure pupils receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end;
- To provide pupils with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors

From ParentSquare [post](#) sent to families March 3rd

**State Standards Addressed: (add links)**

[Health Education Content Standards for California’s Public School](#)

[California Healthy Youth Act](#)

**LCAP and/or District Goals Addressed:**

**Board Policy**

- [BP 6142.1: Sexual Health and HIV Prevention](#)
- [AR 6142.8: Comprehensive Health Education](#)

**LCAP**

- Goal 1. Strengthen our students’ high academic achievement in a Climate of Care by developing and promoting the factors that distinguish Oak Park’s model of educating the whole child.

**Process for Selecting This Text**

- Pilot of materials at high school - multiple years
- Health Instructional Materials Review - January 18, 2023
- Parent Preview of Instructional Materials - March 7-10, 2023
- Curriculum Council - April & May 2023

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE INSTRUCTIONAL MATERIALS FOR OAK PARK HIGH SCHOOL HEALTH COURSE**

**ACTION**

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**ISSUE:** Shall the Board approve instructional materials for Oak Park High School Health Course?

**BACKGROUND:** The California Healthy Youth Act requires that comprehensive sexual health education and HIV prevention education be provided to students at least once in middle school or junior high school and once in high school, starting in grade 7. Per the California Healthy Youth Act, instruction must be medically accurate, age-appropriate and inclusive of all students.

Positive Prevention Plus is the proposed sexual health and HIV/AIDS prevention curriculum. Positive Prevention Plus curriculum materials are evidence-based instruction in Comprehensive Sexual Health Education and Teen Pregnancy Prevention. All materials are aligned with National Health Education Standards (NHES), and in full compliance with California Education Code including California Healthy Youth Act (CHYA). They are medically accurate and age appropriate. The 2021 edition includes alignment with the California Health Education Standards and the California Education Code, updated nationwide data and sexual health resource information, and updated biomedical information. This curriculum has been piloted in the 9th-grade health class for many years at Oak Park High School and taught by our trained teachers.

Positive Prevention Plus is being recommended by the OPUSD Curriculum Council, who first reviewed it April 11, 2023 and recommended submitting for Board approval at the May 2, 2023 meeting.

**FISCAL IMPACT:** The estimated cost for the teacher’s edition is \$359. Funding source is Lottery Funds and will be included in the proposed 2023-24 adopted budget.

**ALTERNATIVES:**

1. Approve the request for instructional materials for Oak Park High Schools Health Course.
2. Do not approve the request for instructional materials for Oak Park High Schools Health Course.

**RECOMMENDATION:** Alternative #1

**BOARD POLICY:** Pursuant to Board Policy BP 6142.8- Comprehensive Health Education The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum.

Pursuant to Board Policy BP 6142.1- Sexual Health and HIV/AIDS Prevention Instruction - The Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention.

Pursuant to Administrative Regulation AR 6161.1- Section and Evaluation of Instructional Materials - When possible, the district may pilot instructional materials in a representative sample of classrooms for a specified period of time during a school year, in order to determine the extent to which the materials support the district’s curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

**GOAL:** In Support of OPUSD Goals:  
 Goal 1 Access and Equity  
 Goal A.1. Focus on high-quality standards-based instruction and address learning gaps across all grades.

Prepared by:  
 Tammy Herzog, Assistant Superintendent Educational Services

Respectfully submitted,

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Jeff Davis, Ed.D.,  
 Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

**Course/Grade:** Health/9th

OPUSD Teacher Approval Date: January 18, 2023

**Text Title:** Comprehensive Sexual Health for California's Youth

OPUSD Dept Chair (6-12 only) Approval Date: N/A

**Author/Publisher:** Positive Prevention Plus

Site Admin Approval Date: N/A

**Date of Publication:** 2021 edition

OPUSD Admin Approval Date:

**CC First Reading Date:** April 11, 2023**CC Recommendation Date:** May 2, 2023**Text Description:**

[Positive Prevention PLUS \(PPP\)](#) curriculum materials are evidence-based instruction in Comprehensive Sexual Health Education and Teen Pregnancy Prevention. All materials are aligned with National Health Education Standards (NHES), and in full compliance with California Education Code including California Healthy Youth Act (CHYA). They are medically accurate and age appropriate. The 2021 edition includes alignment with the California Health Education Standards and the California Education Code, updated nationwide data and sexual health resource information, and updated biomedical information.

PPP features engaging and easy-to-follow semi-scripted lessons and teacher support materials. Lessons include:

1. Life Planning
2. Gender and Sexual Orientation
3. Healthy Relationships
4. Relationship Abuse
5. Human Trafficking
6. Preventing an Unplanned Pregnancy
7. Teen Pregnancy: Choices and Responsibilities
8. The HIV/AIDS Epidemic
9. Preventing Sexually Transmitted Infections
10. Protection and Communication
11. Media and Peer Pressures
12. Accessing Community Resources
13. Steps to Success

**Reason for Requesting a New Text:**

The California Healthy Youth Act (which became law in 2016) requires schools to provide students with comprehensive sexual health education, including HIV and STD prevention education, at least once in middle school and once in high school.

**The Framework:** This [document](#) from the state includes new recommendations for teaching K-12 health and sex education. School districts ARE NOT required to implement the framework when developing student health education programs; it is a recommendation for teachers and administrators. The California Department of Education has created a helpful [guide](#) to understanding the differences between the California Healthy Youth Act and the new framework.

**Curriculum:** Positive Prevention Plus is a state-approved curriculum to teach comprehensive sexual health and HIV prevention. **This curriculum has been piloted in the 9th-grade**

**health class for many years at Oak Park High School and taught by our trained teachers in the regular and summer school classes.** We are also considering using the Positive Prevention Plus lessons as part of our middle school curriculum for 7th grade.

The California Healthy Youth Act has five primary purposes:

- To provide pupils with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy;
- To provide pupils with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family;
- To promote understanding of sexuality as a normal part of human development;
- To ensure pupils receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end;
- To provide pupils with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors

From ParentSquare [post](#) sent to families March 3rd

**State Standards Addressed: (add links)**

[Health Education Content Standards for California’s Public School](#)

[California Healthy Youth Act](#)

**LCAP and/or District Goals Addressed:**

**Board Policy**

- [BP 6142.1: Sexual Health and HIV Prevention](#)
- [AR 6142.8: Comprehensive Health Education](#)
- [BP 6146.1: High School Graduation Requirement](#)

**LCAP**

- Goal 1. Strengthen our students’ high academic achievement in a Climate of Care by developing and promoting the factors that distinguish Oak Park’s model of educating the whole child.

**Process for Selecting This Text**

- Pilot of materials at high school - multiple years
- Health Instructional Materials Review - January 18, 2023
- Parent Preview of Instructional Materials - March 7-10, 2023
- Curriculum Council - April & May 2023

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE NEW TEXTBOOK FOR OAK VIEW HIGH SCHOOL CHEMISTRY CP COURSE**

**ACTION**

**ISSUE:** Shall the Board approve new textbook for Oak View High School Chemistry Course?

**BACKGROUND:** Oak View High School would like to adopt Chemistry in the Earth System for the Chemistry CP Course. Chemistry in the Earth System is an inquiry-based, student-centered text and aligns with Oak View High School’s alternative education model because the text-workbook combines informational material with sequential on-page questions for students to respond to in writing and through active lab activities. This text emphasizes environmental stewardship and has been developed from scratch with full integration of the three dimensions of the California NGSS, while integrating with more relevant topics such as the chemistry of climate change, reversible reactions of ocean acidification, and energy flow in earth systems that may not be the focus of traditional chemistry texts (despite being NGSS DCIs). This text is being recommended by the OPUSD Curriculum Council, which voted unanimously in favor of presenting this course to the board at their May 2, 2023, meeting.

**FISCAL IMPACT:** The estimated cost is \$5,000. Funding source is Lottery Funds and will be included in the proposed 2023-24 adopted budget.

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

**GOAL:** In Support of OPUSD Goals:  
Goal 1: Encourage and support all students to achieve their full academic potential.  
Goal A.1. Focus on high-quality standards-based instruction and address learning gaps across all grades.

**ALTERNATIVES:** 1. Approve the request for new textbook for Oak View High School Chemistry Course.  
2. Do not approve the request for new textbook for Oak View High School Chemistry Course.

**RECOMMENDATION:** Alternative #1

Prepared by: Tammy Herzog, Assistant Superintendent Educational Services

Respectfully submitted,

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Jeff Davis, Ed.D.,  
Superintendent

**BOARD MEETING, MAY 16, 2023**

Approve Instructional Materials for Oak View

High School Chemistry Course

Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

## OPUSD New Text Request Form

**Course/Grade:** Chemistry CP (OVHS)

**Text Title:** Chemistry in the Earth System (NGSS)

**Author/Publisher:** BioZone

**Date of Publication:** 1st edition, 2019 978-1-927309-71-1 SE

**OVHS Dept Chair Approval Date:** 3/10/2023

**CC First Reading Date:** 4/11/2023

**OVHS Department Approval Date:** 3/10/2023

**CC Recommendation Date:** 5/2/2023

**OVHS Admin Approval Date:** 3/10/2023

### **Text Description:**

This chemistry text is inquiry-based, student-centered text and aligned with OVHS's alternative education model because the text-workbook combines informational material with sequential on-page questions for students to respond to in writing and through active lab activities.

This text emphasizes environmental stewardship and has been developed from scratch with full integration of the three dimensions of the California NGSS, while integrating with more relevant topics such as the chemistry of climate change, reversible reactions of ocean acidification, and energy flow in earth systems that may not be the focus of traditional chemistry texts (despite being NGSS DCIs). The text emphasized experiential learning and enables students to deepen their understanding of Disciplinary Core Ideas through their use of Science and Engineering Practices and application of Crosscutting Concepts. Activities provide multiple opportunities for students to use first-hand experience to explain phenomena and develop engineering solutions to solve relevant problems.

The California Environmental Principles and Concepts are incorporated throughout.

A separate section of 15 basic chemistry skills (such as Experimenting in Chemistry) is included.

Activities incorporating CA CCSS ELA Literacy connections with ELD standards are included.

Formative and summative assessments address all three NGSS dimensions. Proficiency in mathematics and computational thinking is strongly supported. Understandings about the Nature of Science are supported through the Science and Engineering Practices and Crosscutting Concepts.

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

No chemistry texts found at OVHS.

### **State Standards Addressed:**

**CA-NGSS**

HS-PS1 Matter and its Interactions (Periodic Table)

HS-PS2-4 Motion and Stability: Forces and Interactions – Coulomb’s Law

HS-PS3 Energy

HS-ETS1-4 Engineering design

HS-ESS-2 Earth’s Systems

HS-ESS-3 Earth and Human Activity

**California Environmental Principles and Concepts**

1. People depend on natural systems
2. People influence natural systems
3. Natural systems change in ways that people can benefit from and can change
4. There are no permanent or impermeable barriers that prevent matter from flowing between systems [human-caused alterations of the environment easily occur]
5. Decisions affecting resources and natural systems are complex and involve many factors
- 6.

**CA ELA and ELD standard are addressed**

CA CCSS ELA Literacy connections with ELD standards are included in specific activities.

**District Goals Addressed:**

Goal 1: Increase academic achievement for all students.

LCAP goals

1. Strengthen students’ high achievement in a climate of care by developing and promoting the factors that distinguish Oak Park’s model of educating the whole child.
4. Deepen student learning through Nature-based Experiences and Environmental Stewardship in all areas of the instructional program and foster creativity, play, experiential, and inquiry based programs.

**Process for Selecting This Text:**

1. Review of alternative approaches within Chemistry texts that incorporate Environmental Stewardship and inquiry-based learning.
2. Research into the recommended text book for alignment with NGSS.
3. Discussion of texts with OVHS teaching team and other science teachers at OPUSD.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE RENEWAL OF AGREEMENT WITH DEVELOPING OUTDOORS FOR GENERAL STAFFING SERVICES FOR THE EXTENDED CARE PROGRAM FOR 2023-2024**

ACTION

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**ISSUE:** Shall the Board approve an agreement renewal with Developing Outdoors for general staffing services for the District's Extended Care Program for school year 2023-2024?

**BACKGROUND:** At its meeting on January 17, 2018, the Board of Education authorized the establishment of the OPUSD Extended Care Program to extend the climate of care present during the regular school day for OPUSD students. The proposed 2023-2024 staffing agreement, which is included for the Board's information and review, is a very minimally modified renewal of the agreement previously approved by the Board for the 2022-2023 school year. It is respectfully requested that the Board approve the renewal agreement with Developing Outdoors for general staffing services for the Extended Care Program. The renewal agreement has been reviewed by the District's Joint Powers Authority (JPA) and Legal Counsel (Fagen Friedman & Fulfroast). The renewal agreement follows for the board's review.

**FISCAL IMPACT:** The fiscal impact for this service agreement, based on 2022-23 actuals and budget projections for 2023-2024, is \$1,113,000, which will be funded out of Fund 120, Child Development Fund, from revenue earned in the form of monthly fees. This budgeted amount includes the annual payroll total for an estimated 80 Developing Outdoors employees as well as the services rendered by Developing Outdoors in the areas of advertising, recruitment, interviewing, onboarding, training, and hiring.

**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.

**GOALS:** In support of OPUSD Goal 3 – Create a culture of collaboration between families and schools to build relationships that positively and powerfully impact student success.

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

**RECOMMENDATION:** Alternative #1

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

**BOARD OF EDUCATION MEETING, MAY 16, 2023**

Approve Renewal Agreement with Developing Outdoors for General Staffing Services for the District’s Extended Care Program for 2023-2024  
Page 2

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Respectfully submitted,

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Jeff Davis, Ed.D.,  
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

## **GENERAL STAFFING AGREEMENT 2023-2024**

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

### **1) CLIENT’s Program**

- a. CLIENT plans to have an extended care program that operates from approximately 6:45am – 6:00pm on CLIENT's school days, staff development days, teacher prep days, and local holidays (the “Program”). Program hours and days subject to change. This includes the Summer Gap Program, scheduled to be held from May 28 through June 14, 2023.
- b. The Program aims to maintain a ratio of approximately 1 staff member for every 10 to 15 program attendees. CLIENT will look at enrollment and Program attendees and accordingly determine the anticipated number of Assigned Staff, as defined below, that are needed to conduct the Program. If CLIENT or STAFFING FIRM believes that additional staff is reasonably necessary to assure proper supervision and care of the attendees, each shall promptly notify the other in writing.

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

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

STAFFING FIRM shall:

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

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

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

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

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

#### **4) Payment**

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

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

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

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

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

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

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

## 6) Compliance with Laws

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

## 7) Insurance

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

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

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

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

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

**8) Term; Termination for Breach**

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

**9) Force Majeure**

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

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

**10) COVID-19 Provisions**

CLIENT and STAFFING FIRM agree to work together to implement new procedures or trainings during the duration of this contract, as needed and directed by the State of California, Ventura County, or other local government agencies.

- a. In the case of a COVID-19 emergency or any other public health emergency, STAFFING FIRM and CLIENT shall:
  - i. comply with California Division of Occupational Safety and Health ("DOSH" or "Cal/OSHA");

- ii. follow all recommendations in the most current California Department of Public Health COVID-19 Guidance for child care programs and for K – 12 Schools in California.

**11) Minimum Hours Per Day**

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

**12) Late Payment Penalty**

CLIENT agrees to pay net upon receipt of invoice and to pay interest on any undisputed balances after thirty (30) days from the date of receipt at the compounded rate of 1.5% per month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is less, calculated from the date of receipt.

**13) Nature of Relationship**

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

**14) Headings**

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

**15) Dispute Resolution**

- a. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.
- b. The parties agree that, in the event of any unresolved dispute under the Agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- c. Any unresolved controversy or dispute between the Parties arising out of this Agreement including, but not limited to, interpretation, breach and performance, will be resolved by arbitration with Benchmark Resolution Group, 633 W 5<sup>th</sup> Street, Los Angeles, California, or Adjudicate West, 11601 Wilshire Boulevard, Los Angeles, California at the location closest to CLIENT's office or other agency mutually agreeable to the Parties. The costs of arbitration and of the arbitrator will be shared

equally by the Parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the Parties. The prevailing Party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**16) Contract Interpretation**

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

**17) Choice of Law**

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

**18) Assignment of Agreement**

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

**19) Indemnification and Limitation of Liability**

- a. STAFFING FIRM understands that the CLIENT will be adopting reopening plans designed to meet the requirements and recommendations of state agencies, health advisors and other responsible bodies. However, STAFFING FIRM also understands and acknowledges that despite the CLIENT'S efforts, the risk of infection from the COVID-19 virus, or others, cannot be eliminated at this time, and that STAFFING FIRM staff may be exposed as a result.
- b. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its directors, governing board, officers, agents, volunteers, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's or Assigned Staff's willful misconduct, gross negligence or breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1 of the Agreement; or the negligence or the gross negligence, intentional acts or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or agents, or of or by Assigned Staff in the performance of the duties herein. STAFFING FIRM further hereby waives any and all rights of subrogation that it may have against the CLIENT.
- c. STAFFING FIRM also agrees to pay for any and all damage to the real and personal property of the CLIENT, or loss or theft of such property, or damage to the Property done or caused by such persons with the exception of acts within the scope of duty and with the exception of unlawful acts. CLIENT assumes no responsibility whatsoever for any property placed on CLIENT premises by STAFFING FIRM, STAFFING FIRM's agents, employees, participants, vendors, customers or subcontractors. STAFFING FIRM further hereby waives any and all rights of subrogation that it may have against the CLIENT. The provisions of

this Indemnification do not apply to any damage or losses caused solely by the negligence of the CLIENT or any of its governing board, officers, agents, employees and/or volunteers.

- d. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) (i) to the extent caused by CLIENT's breach of this Agreement; (ii) its failure to discharge its duties and responsibilities set forth in paragraph 3 of the Agreement; (iii) the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities, and (iv) in any causes of action accruing after the termination of the Agreement or expiration of its Term.
- e. As a condition precedent to indemnification, the Party seeking indemnification shall inform the other Party in writing within 15 calendar days after it becomes aware of an incident that may give rise to a right of indemnity or receives notice whether oral or written of any claim, loss, liability, or demand for which it seeks indemnification from the other Party; and the Party seeking indemnification shall cooperate in the investigation and defense of any such matter.

## **20) Disallowance**

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

## **21) Nonappropriation**

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

## **22) Conflict of Interest**

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

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

STAFFING FIRM shall comply with the following:

- a. **Identification:** When performing work on CLIENT property, STAFFING FIRM shall be in appropriate work attire (or uniform, if applicable) at all times. If STAFFING FIRM does not have a specific uniform, then STAFFING FIRM shall provide identification tags and/or any other mechanism the CLIENT in its reasonable discretion determines is required to easily identify STAFFING FIRM. STAFFING FIRM and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any CLIENT personnel upon request. If STAFFING FIRM cannot produce such identification or if the identification is unacceptable to CLIENT, CLIENT may provide at its sole discretion and expense, CLIENT-produced identification tags to STAFFING FIRM. CLIENT, at its sole expense shall provide shirts for the ASSIGNED STAFF to wear. CLIENT, at its sole expense shall provide any additional items required for identification. **Sign-in Required:** As required by schools and other CLIENT locations, each day STAFFING FIRM's employees are present on CLIENT property, those employees may be required to sign into the location's main office to receive an in-school identification/visitors tag. STAFFING FIRM employees must display this tag on their person at all times while on CLIENT property.
- b. **No Smoking:** All CLIENT properties are tobacco-free zones; STAFFING FIRM is prohibited from using any tobacco product on CLIENT property.
- c. **No Drugs:** All CLIENT properties are drug-free zones.
- d. **No Weapons or Firearms:** Except as provided by statute and CLIENT policy, all CLIENT properties are weapons- and firearms-free zones; STAFFING FIRM Assigned Staff is prohibited from possessing on its persons or in their vehicles any weapons or firearms while on CLIENT property.

### **24) Miscellaneous**

- a. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
- b. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the Parties.
- c. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- d. This Agreement and the exhibits attached to it contain the entire understanding between the Parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
- e. The provisions of this Agreement will inure to the benefit of and be binding on the Parties and their respective representatives, successors, and assigns.

- f. The failure of a Party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such Party thereafter to enforce each and every provision of this Agreement.
- g. Neither Party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, epidemic, pandemic, or any other causes beyond the control of the nonperforming Party.
- h. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.
- i. Any notice or other communication will be deemed to be properly given upon receipt when sent via email, the United States Postal Service, or a nationally recognized courier, to the address of the Party set forth below:

**CLIENT**

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

**STAFFING FIRM**

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

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

CLIENT  
 Oak Park Unified School District

STAFFING FIRM  
 Educational Learning Opportunities, Inc.

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

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

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

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

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

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

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

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

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

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

## **Exhibit A**

### **Hiring Process & Procedure**

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

STAFFING FIRM will:

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

Upon hiring of Assigned Employee, STAFFING FIRM will:

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

## **Exhibit B**

### **CLIENT'S LOCATIONS**

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

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

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

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

## **Exhibit C Training Program**

### **Outline of Training Program**

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

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

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

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

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

The general topics of Training Program led by CLIENT:

- Daily Protocol
- Program Structure
- Site and Emergency Procedures

### **Schedule of Training Program**

STAFFING FIRM estimates the following training schedule:

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

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

**Agreement and Waiver**

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

\_\_\_\_\_  
*Employee*

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

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

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

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

**Assigned Employee Confidentiality Agreement**

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

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

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*Employee*

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*Signature*

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*Printed Name*

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*Date*

**Exhibit F - Hourly Rates  
Amended as of (4/26/23)**

<b>Staff Hired School Year 2023-2024</b>	
<b>Pay rate to Staff</b>	
Salary Base	Will increase as necessary with minimum wage increases. CLIENT will determine the increased amount.
Minimum wage in Ventura Co. (Currently \$15.50/hr.)	Assistant Mentor (High School Student)
\$18.29/hr.	Entry Level
\$19.45/hr.	Advanced Degree (Credential or Masters) in applicable subject
\$20.62/hr.	Student Support Specialist
\$21.73/hr.	Supervisor / Coordinator
<b><i>Experience Qualifications</i></b>	Can be grouped together with a maximum of four (4)
\$0.25/hr.	Per Experience Qualification (Entry Level - up to 4 additional \$0.25; Advanced Degree - up to 2 additional \$0.25)
	- College Degree (undergraduate - Entry Level Only)
	- 1-2 years applicable experience
	- 2+ years applicable experience
	- Specialized work with OPUSD
	- Student Teaching experience
<i>Example: Joe is a new staff member, has his college degree, and 1 year of applicable experience. This year, he would make \$18.79 (\$18.29 base + .25 for degree + .25 for 1-year experience)</i>	
<b><u>Returning Staff</u></b>	Pay increase of 6% from their rate from last year plus \$0.25/hr. of their eligible pay rate for this year for the value of having returning staff members. The additional \$0.25/hr. is not applicable to Student Support Specialist or Supervisor/Coordinator.
<u><i>District will be billed at 37% increase over corresponding staff salary rates for general &amp; overtime hours. District will be billed at 15% increase over corresponding staff salary rates for sick time (including COVID leave).</i></u>	

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: MAY 16, 2023**

**SUBJECT: APPROVE RESOLUTION 2023-08 OF THE BOARD OF EDUCATION OF THE OAK PARK UNIFIED SCHOOL DISTRICT AUTHORIZING USE OF A PIGGYBACK CONTRACT FOR THE PURCHASE OF TECHNOLOGY EQUIPMENT, PURSUANT TO CA PUBLIC CONTRACT CODE SECTION 20118.**

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**ACTION**

**ISSUE:** Shall the Board find that use of the Irvine Piggyback Contract is in the best interest of the District and approve the resolution 2023-08 authorizing the purchase of the Technology Equipment pursuant to California Public Contract Code Section 20118?

**BACKGROUND:** OPUSD's staff determined that a need exists for the acquisition of certain technology equipment, specifically Acer Chromebooks, (the "Equipment"), for the District's Chromebook Program. Public Contract Code Section 20118 provides that if there is a contract between a vendor and a public agency, then the governing board of any school district may authorize the purchase of equipment directly from the vendor and under the same terms, without advertising for bids, if in the district's best interest.

On December 17, 2019, Irvine Unified School District's publicly bid contract ("Piggyback Contract") for Bid No. 19/20-01 IT, Technological Equipment and Peripherals, was awarded to the lowest responsive and responsible bidder, CDW Government, LLC., ("Contractor"). Exhibit A as referenced in the resolution is available at this link: <https://bit.ly/3xpaEGu>.

District staff has evaluated its options for procurement of the Equipment and has identified that use of the Piggyback Contract with Contractor is in the best interest of the District for this procurement and is consistent with District's procurement policies and regulations.

District staff has further determined that Contractor is able to supply the District with the Equipment, under the same terms and conditions as the Piggyback Contract. Additionally, Distributor's proposal to the District for purchase of the Equipment pursuant to the Piggyback Contract, in accordance with Public Contract Code section 20118, is in the best interests of the District because it allows the District to take advantage of the competitively procured pricing.

**FISCAL IMPACT:** The cost for this purchase is \$419,152.00, which is included in the 2022-23 operating budget.

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

**BOARD OF EDUCATION MEETING, MAY 16, 2023**

Approve resolution of the board of education of OPUSD authorizing use of a piggyback contract for the purchase of technology equipment, pursuant to ca public contract code section 20118.

Page 2

**GOALS:** In support of OPUSD Goal 4: Utilizing resources efficiently and responsibly.

**ALTERNATIVES:** 1. Approve Resolution #2023-08. Find that use of the Piggyback Contract is in the best interest of the District and approve the purchase of the Technology Equipment pursuant to California Public Contract Code Section 20118.  
2. Do not approve.

**RECOMMENDATION:** Alternative #1

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

Respectfully submitted,

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

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 2023-08**

**RESOLUTION OF THE GOVERNING BOARD OF THE OAK PARK UNIFIED  
SCHOOL DISTRICT AUTHORIZING PIGGYBACK CONTRACT FOR PURCHASE  
OF TECHNOLOGY EQUIPMENT AND PERIPHERALS**

**WHEREAS**, the Oak Park Unified School District (“District”) desires to purchase technology equipment and peripherals;

**WHEREAS**, California Public Contract Code (“PCC”) section 20118 authorizes the District to purchase materials, supplies, equipment, automotive vehicles, and other personal property from a vendor without the necessity of a public bid if the purchase is pursuant to a purchase order opened by another public agency that has competitively bid the personal property; and

**WHEREAS**, the Governing Board of the District (“Board”) has determined that it is in the best interests of the District to authorize the purchase of technology equipment and peripherals (specifically ACER Chromebooks and related technology) by purchase order from CDW-G under the same terms and conditions of Exhibit A Bid No. 19/20-01 IT awarded by the Irvine Unified School District on December 17, 2019, which expressly authorizes other public agencies in the State of California, including school districts, to purchase their own technology equipment and peripherals directly from CDW-G (“Piggyback Contract”).

**NOW, THEREFORE**, the Governing Board of the Oak Park Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. The foregoing recitals are true and correct.
2. The Board hereby approves the acquisition of technology equipment and peripherals from CDW-G under the same terms and conditions as the Piggyback Contract.
3. The Board has determined that using the Piggyback Contract to purchase from CDW-G is in the best interests of the District for the acquisition of the technology equipment and peripherals.
4. The Superintendent or his designee (collectively “Authorized Representatives”) are each authorized in the name of and on behalf of the District to finalize the terms of this purchase.
5. All actions taken by the Authorized Representatives prior to the adoption of this Resolution with respect to the purchase are approved, confirmed and ratified, and the Authorized Representatives are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish the execution of the purchase under the Piggyback Contract and delivery of the school buses in accordance with the provisions and directives of this Resolution.

**PASSED AND ADOPTED** by the Governing Board of the Oak Park Unified School District at its regularly held meeting on May 16, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President, Oak Pak Unified School District  
Governing Board

Attest:

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Secretary, Oak Park Unified School District  
Governing Board

536-5/6617688.1

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: ESTABLISH NEW CLASSIFIED POSITION, LEAD NUTRITION SERVICES ASSISTANT AND APPROVE ASSOCIATED JOB DESCRIPTION AND SALARY SCHEDULE PLACEMENT**

ACTION

**ISSUE:** Shall the Board authorize the establishment of a classified position, Lead Nutrition Services Assistant and approve accompanying job description and salary?

**BACKGROUND:** The student nutrition department is in need of additional support to help the elementary kitchens to better accommodate the increased demand, as well as to increase scratch-cooking. Currently, the Nutrition Services Manager oversees all three elementary sites and cannot be at each site every day. Creating a Lead position gives one staff member the responsibility and authority to act as the person in charge when the Manager is not present. Under the direction of the Director of Student Nutrition & Wellness, the Lead Assistant would make all major decisions with regard to food production and service, direct the Assistants, and be the main point of contact between the Manager and other staff. This Lead position would work a 6-hour day and would be able to direct all kitchen operations for the entirety of the day, including Nutrition and Lunch. This would increase the kitchens' scratch-cooking ability, make labor in the kitchens more efficient, and would also increase employee satisfaction and retention by offering additional hours and benefits.

**FISCAL IMPACT:** The recommended salary placement of the proposed position is on the Classified Salary Schedule (range 9) and will be funded by Nutrition Services Fund.

**BOARD POLICIES:** Pursuant to Board Policy 4111/4211/4311 Recruitment And Selection – The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals.

**GOAL:** In Support of OPUSD Goal 1B. Recruit, maintain, and celebrate staff - who are critical to student success and achievement.

**ALTERNATIVES:**

1. Authorize the establishment of a classified position, Lead Nutrition Services Assistant and approve accompanying job description and salary.
2. Do not authorize the establishment of a classified position, Lead Nutrition Services Assistant and accompanying job description and salary.

**RECOMMENDATION:** Alternative 1.

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources  
Katherine Adams, Director of Student Nutrition & Wellness

Respectfully submitted,

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Jeff Davis, Ed.D.  
Superintendent

**BOARD MEETING, MAY 16, 2023**

Establish New Classified Position Lead Nutrition Services Assistant  
And Approve Associated Job Description and Salary Schedule Placement  
Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

**OAK PARK UNIFIED SCHOOL DISTRICT**  
**CLASS TITLE: LEAD NUTRITION SERVICES ASSISTANT**

Salary: Classified Salary Schedule, Range 9

**DEFINITION**

Under the direction of the Director of Student Nutrition and Wellness, the Lead Nutrition Services Assistant makes all major decisions with regard to food production and service, including what food needs to be served, and how and when food is to be plated/served; gives direction to the Nutrition Services Assistants; and serves as the person that the Nutrition Services Assistant staff defer to when making decisions. The Lead Nutrition Services Assistant acts as the main point of contact for the Nutrition Services Manager in the Manager's absence.

The Lead Nutrition Services Assistant assists in the preparation and serving of a variety of food items in a scratch-cooking school cafeteria; serves food items at one or more school sites; maintains kitchen equipment and food service areas in an organized, clean and sanitary condition; maintains the organization, cleanliness, and safety of the school kitchen; assists in daily operation of cafeteria; and completes other tasks as required.

The Lead Nutrition Services Assistant classification is distinguished from the Nutrition Services Assistant by the expectation of functioning with greater autonomy and responsibility as it relates to self-directed food preparation, as well as greater authority with directing Nutrition Services Assistants in all aspects of kitchen operation and food preparation/service.

**ESSENTIAL FUNCTIONS**

- Under direction and following standardized recipes and procedures, serve as lead for Nutrition Services Assistant staff in the quantity preparation of a wide variety of food items on the daily school breakfast, lunch, and/or a la carte menus; may also help prepare, package, and serve food for satellite sites, special catering events, and after-school activities as required.
- Properly and safely operate commercial kitchen appliances and equipment, including knives, stand mixer, immersion blender, food processor, food chopper, dishwasher, microwave, oven, stovetop, freezer, refrigerator, and serving tables.
- Actively maintain kitchen facilities, equipment, and utensils in a clean and sanitary condition according to food safety guidelines and established protocol.
- Direct the setting up of serving areas, plating/packaging of appropriate portions of food in an aesthetically pleasing manner, following proper protocol. Serve food to students and staff following appropriate rules and regulations.
- Actively maintain organization of storage areas, including refrigerator, freezer, and pantry, according to established protocol.
- Assist in tracking and maintaining food ingredients and supplies, rotating stock, and working consistently to minimize waste and reduce excess.
- Ensure proper dating, labeling, utilization, and storage of leftovers.

- Receive and sort weekly deliveries of supplies, ensuring that they are placed in or sent to the appropriate storage locations according to established protocol.
- Actively promote menu items to students to help increase participation, including encouraging students to try new items during service.
- Ability to work on a variety of tasks, rotating through different jobs as required.
- Maintain regular, timely, and consistent attendance.
- Perform other duties as assigned.

## EMPLOYMENT STANDARDS

**Education and Experience:** Prior experience preparing food in a fast-paced, high volume commercial or institutional kitchen desired. College or specialized coursework in cooking, nutrition, and/or quantity food preparation helpful. Knife skills helpful.

**Continuing Education:** At least 4 hours of annual continuing education/training as required by the National School Lunch Program (NSLP) to include, but not limited to: cooking, general nutrition, food safety, food production, NSLP and School Breakfast Program (SBP) meal patterns and Offer vs Serve.

Complete a food safety certification program within 30 days of hire. Learn and stay up-to-date with NSLP/SBP and District wellness policies.

### Skills and Abilities:

#### 1) Knowledge of:

- Sanitation and safety requirements in food preparation, handling and storage;
- Use and care of commercial kitchen equipment, appliances, and utensils;
- Basic methods and procedures of record keeping and inventory;
- Basic mathematics and standard cooking conversions to scale recipes;
- Basic computer operations;
- Excellent skills in customer service, organization, and planning.

2) Demonstrate time management skills and ability to work safely and efficiently to produce required volume of work within established timelines.

3) Understand and follow oral and written instructions and complete assignments in an independent manner.

4) Work with District and school personnel, professional contacts, and the general public in a respectful and cooperative manner.

5) Maintain professional confidentiality and work collaboratively with peers.

6) Maintain a commitment to professional growth and lifelong learning.

## PHYSICAL DEMANDS

- Stand, walk, bend over, kneel, crouch, reach overhead, grasp, push, and pull. Move, lift and/or carry up to 40 pounds to waist level and 75 pounds on a rolling cart.
- Repetitive use of hands (e.g. fine manipulation, simple grasping, and power grasping).
- Demonstrate normal depth perception.
- Dexterity of hands and fingers to operate a computer keyboard, standard office equipment, and telephone.
- See and read a computer screen and printed matter with or without vision aids.
- Distinguish colors.
- Read and understand rules and policies, labels, and instructions.
- Verbal communications, including the ability to speak and hear at normal room levels and on the telephone.
- Normal manual dexterity and eye-hand coordination required to operate power and motorized equipment using both hands.
- Climb steps and ladders.

## WORKING CONDITIONS

- Work is performed in indoor and outdoor environments, including a wide range of temperature areas (commercial freezers and refrigerator; in front of and near commercial stoves, ovens, and outdoor grills).
- Exposure to dust, oils, and cleaning chemicals.
- May work with exposure to moisture.
- Some exposure to childhood and other diseases in a school environment.
- May be required to work outside normal workdays and office hours. May be required to work in emergency situations.

## SPECIAL REQUIREMENTS

- Maintain valid California driver license.
- Maintain District-insurable driving record.
- Maintain food safety certification.

**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 Proposal May 16, 2023 CN

Effective: January 1, 2023

JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	WORK YEAR
<b><u>CLERICAL SUPPORT</u></b>							
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
		5212.90	5525.67	5857.22	6208.65	6581.16	
Senior Accountant	28	36.35	38.55	40.89	43.36	45.98	12 Month
		6302.18	6683.46	7087.83	7516.72	7971.66	
<b><u>CUSTODIAL/MAINTENANCE/GROUNDS</u></b>							
Custodian	14	21.12	22.40	23.76	25.18	26.70	12 Month
		3661.74	3883.59	4120.40	4364.55	4627.95	
Grounds Maintenance Worker	15	21.73	23.08	24.46	25.99	27.56	12 Month
		3767.03	4000.13	4240.73	4503.87	4774.58	
Head Custodian I	15.5	22.40	23.76	25.18	26.70	28.29	12 Month
		3883.59	4120.40	4364.55	4627.95	4905.62	

JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	WORK YEAR
Head Custodian II	17	24.00 4162.30	25.45 4411.49	26.97 4674.69	28.59 4955.51	30.32 5253.79	12 Month
General Maintenance Worker	18	24.37 4225.49	25.83 4478.18	27.37 4744.93	29.01 5029.19	30.75 5331.00	12 Month
Head Custodian III	18.5	24.83 4302.75	26.32 4562.37	27.90 4836.15	29.58 5127.45	31.36 5436.32	12 Month
Maintenance Engineer	20	25.97 4503.16	27.55 4773.34	29.20 5059.72	30.95 5363.32	32.80 5685.13	12 Month
Grounds Maintenance Supervisor	21	27.54 4773.34	29.20 5059.72	30.95 5363.32	32.80 5685.13	34.83 6037.75	12 Month
District Wide Head Custodian	21	4773.34	5059.72	5363.32	5685.13	6037.75	
<b><u>CHILD NUTRITION SERVICES</u></b>							
Child Nutrition Services Assistant	8	17.70 3068.41	18.76 3252.35	19.89 3448.04	21.12 3661.34	22.40 3882.47	180 Days
<b>Child Nutrition Services Assistant Lead</b>	<b>9</b>	<b>18.23 3160.38</b>	<b>19.33 3350.20</b>	<b>20.51 3554.69</b>	<b>21.76 3771.91</b>	<b>23.08 4000.86</b>	<b>180 Days</b>
Child Nutrition Services Cook	10	18.76 3251.98	19.89 3447.46	21.12 3661.74	22.40 3883.59	23.76 4120.40	10 Month
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
Child Nutrition Services Assistant/Delivery	12	19.89 3447.46	21.12 3661.74	22.40 3883.59	23.76 4120.40	25.18 4364.55	180 Days
<b><u>OTHER CLASSIFIED SUPPORT</u></b>							
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
Instructional Assistant I	7.5	17.32 3005.00	18.39 3186.00	19.49 3379.20	20.67 3582.19	21.89 3794.97	180 Days
Instructional Assistant II	10	18.76 3251.98	19.89 3447.46	21.12 3661.74	22.40 3883.59	23.76 4120.40	180 Days
Campus Supervisor*	10	18.76 3251.98	19.89 3447.46	21.12 3661.74	22.40 3883.59	23.76 4120.40	180 Days
Library/Media Technician	13	20.68 3584.77	21.91 3799.84	23.26 4032.11	24.66 4274.04	26.17 4535.34	10 Month
College/Career Center Technician	13.5	20.82 3608.45	22.05 3823.53	23.40 4055.79	24.80 4297.70	26.29 4559.01	10.5 Month
Instructional Assistant III	14	21.12 3661.74	22.40 3883.59	23.76 4120.40	25.18 4364.55	26.70 4627.95	180 Days
Computer Technician	18	24.37 4225.49	25.83 4478.18	27.37 4744.93	29.01 5029.19	30.75 5331.00	12 Month
Technology Department Assistant	20 20	25.97 4503.16	27.55 4773.34	29.20 5059.72	30.95 5363.32	32.80 5685.13	12 Month
Registered Behavior Technician (RBT)	22	28.81 4992.98	30.54 5293.29	32.37 5611.05	34.31 5946.24	36.41 631	180 Days

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 5638.27	34.48 5976.56	36.55 6335.16	38.74 6715.27	41.06 7118.18	12 Month
College/Career Center Advisor	26	33.77 5853.43	35.81 6207.26	37.98 6582.47	40.27 6980.32	42.71 7402.27	10.5 Month
Network Administrator	26	33.77 5853.43	35.81 6207.26	37.98 6582.47	40.27 6980.32	42.71 7402.27	12 Month
Social Emotional Services Specialist	27	33.33 5776.64	35.10 6083.87	36.94 6402.84	38.90 6743.33	40.94 7095.57	192 Days
Certified Deaf & Hard of Hearing	28	36.35 6302.18	38.55 6683.46	40.89 7087.83	43.36 7516.72	45.98 7971.66	180 Days
Occupational Therapist	30	40.54 7027.85	42.97 7449.52	45.57 7896.44	48.29 8370.27	51.19 8872.47	10 Month
Behavior Specialist CB2* *Rates listed as Daily and Annually	G*	469.84 94909.05	484.38 97844.10	499.37 100872.65	514.80 103990.14	530.73 107207.98	202 Days

This schedule is a combination of schedules CC (full-time, 40 hours per week) and CH (part-time, more than 20 hours per week). Employees who work a minimum of 20 hours, but less than 40 hours per week should refer to the hourly rates on the schedule above. Full-time employees may refer to either the hourly or the monthly rates. The hourly rate is determined by dividing the monthly gross by the average full-time hours per month (173.333).

\* Corresponds to Certificated Salary Schedule, Class G, Psychologist; salary reflects daily and annual rates.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: ESTABLISH A CERTIFICATED POSITION OF MATH TEACHER ON SPECIAL ASSIGNMENT AND APPROVE ASSOCIATED JOB DESCRIPTION**

ACTION

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**ISSUE:** Shall the Board authorize the establishment of a certificated teaching position, Math Teacher on Special Assignment (TOSA) and approve accompanying job description?

**BACKGROUND:** OPUSD staff would like to add a Math TOSA position for the 2023-24 school year. This position would be in place of the second technology TOSA position that is currently being funded through Educator Effectiveness Block Grant (EEBG.) OPUSD plans on bringing back the site technology stipends that are already included in the Local Control Accountability Plan (LCAP) but were not filled this year to assist with site technology needs. With a comprehensive math curriculum audit planned for next year, district staff feel that this is a better use of the funding.

Under the supervision of the Assistant Superintendent of Educational Services and OPUSD leadership, the Math TOSA will direct and support the District's TK-12 mathematics program, including curriculum, curriculum adoptions, curriculum development, materials selections, instructional program, math summer programs, and staff professional development; regularly collect, review, disseminate, and report math assessment results and develop specific action plan(s) to enhance teachers' ability to provide instruction that builds students' sense of engagement, determine professional development needs, provide student support, and improve the mathematics learning and achievement performance of all student groups.

**FISCAL IMPACT:** The recommended salary placement of the proposed position is on the Certificated Salary Schedule and will be funded by .5 EEBG and .5 Local Control Funding Formula (LCFF) Supplemental and is not anticipated to increase Unrestricted General Fund expenditures. This position is for the 2023-2024 school year.

**BOARD POLICIES:** Pursuant to Board Policy 4111/4211/4311 Recruitment and Selection – The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals.

**GOAL:** In support of LCAP Goal 1.6 Continue the development of Multi-Tiered Systems of Support at all grade levels.

OPUSD Goal 1- Focus on high-quality standards-based instruction and address learning gaps across all grades

**ALTERNATIVES:**

1. Authorize the establishment of a certificated position, Math Teacher on Special Assignment and approve associated job description.
2. Do not authorize the establishment of a certificated position, Math Teacher on Special Assignment and approve associated job description.

**RECOMMENDATION:** Alternative 1.

Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources  
Tammy Herzog, Assistant Superintendent, Educational Services

**BOARD MEETING, MAY 16, 2023**  
Establish a New Certificated Position, Math TOSA  
And Approve Associated Job Description  
Page 2

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Respectfully submitted,

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Jeff Davis, Ed.D.  
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

## OAK PARK UNIFIED SCHOOL DISTRICT

### CLASS TITLE: Teacher on Special Assignment; Math

**Definition:** This is a Certificated full-time, 200-day position, on the Certificated Teacher Salary Schedule

**Brief Description:** Under the supervision of the Assistant Superintendent of Educational Services and OPUSD leadership, the Math TOSA will direct and support the District's TK-12 mathematics program, including curriculum, curriculum adoptions, curriculum development, materials selections, instructional program, math summer programs, and staff professional development; regularly collect, review, disseminate, and report math assessment results and develop specific action plan(s) to enhance teachers' ability to provide instruction that builds students' sense of engagement, determine professional development needs, provide student support, and improve the mathematics learning and achievement performance of all student groups.

**Essential Functions:** Duties may include, but are not limited to, the following:

- Curriculum planning and coordination.
- Planning and delivering staff development.
- Coaching teachers and site leaders in content and effective professional development facilitation.
- Using data to adjust practice and supports for schools and teachers.
- Supporting TK-12 curriculum alignment work.
- Reviewing instructional materials and software aligned to standards.
- Developing differentiated lesson plans and materials for students to account for individual needs in meeting standards.
- Assisting in the development and implementation of the school's MTSS program.
- Conducting demonstration lessons.
- Coordinating education nights or other related activities.
- Collaborating with site, district and outside teachers and professionals for program development, including co-facilitation of OPUSD's Mathematics Community of Practice committee.
- Conducting data analysis for student success.
- Other duties as assigned.
- Provide weekly support to Oak View High School (OVHS) students and staff to improve effectiveness of OVHS mathematics program.
- Maintain confidentiality when dealing with student, staff and parent information.
- Attend math department/grade level meetings at school sites and facilitate articulation, including cross grade level, 5th to 6th and 8th to 9th.
- Perform other duties as assigned by the supervisor.

**Knowledge and Abilities:** At a minimum, the successful candidate should possess the following:

- Expertise with curriculum, core instruction, and student intervention.
- Capacity for providing effective leadership and professional development.
- An understanding of effective principles and practices of high-quality, standards-based mathematics instruction.
- Program compliance with applicable sections of the California Education Code, OPUSD board policies, and other local, state, and federal statutes/regulations.
- Computers and other technologies utilized in teaching and learning.

**Ability to:**

- Share knowledge of mathematics principles, the five Core competencies in Mathematics, theory, Universal Design for Learning (UDL), Multi-Tiered Systems of Support (MTSS), growth mindset, mindfulness, CAASPP Interim Assessments, Co-Teaching, and evidence-based instructional strategies;
- Manage complex projects; recommend and implement goals, objectives, and practices for providing effective mathematics programs
- Collaborate effectively with diverse groups and audiences.
- Promote flexibility and resiliency through thinking critically and creatively.
- Communicate effectively, both orally and in writing.
- Demonstrate strong organizational skills.
- Work independently and in concert with other District personnel.

**Education, Experience, and Other Requirements:**

- Valid California Teaching Credential (single subject Math preferred)
- English Learner Authorization (CLAD or BCLAD).
- Three (3) years of successful classroom teaching experience in a public school setting.

**OAK PARK UNIFIED SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: ESTABLISH A CERTIFICATED POSITION OF CAREER TECHNICAL EDUCATION/CATEGORICAL PROGRAMS TEACHER ON SPECIAL ASSIGNMENT AND APPROVE ASSOCIATED JOB DESCRIPTION**

**ACTION**

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**ISSUE:** Shall the Board authorize the establishment of a certificated teaching position, Career Technical Education/Categorical Programs Teacher on Special Assignment (TOSA), and approve accompanying job description?

**BACKGROUND:** OPUSD staff would like to hire a Career Technical Education (CTE) /State and Federal Categorical Programs TOSA to coordinate career development opportunities for students and support teachers with instructional strategies to better meet the needs of unduplicated students (Multilingual/Low Income and Foster Youth).

Under the supervision of the Assistant Superintendent of Educational Services and OPUSD leadership, the Career Technical Education (CTE)/Categorical Programs TOSA is responsible for coordinating OPUSD's comprehensive CTE and Categorical Programs. The CTE/Categorical Programs TOSA will serve as an instructional leader in the development and improvement of CTE and categorically funded state and federal programs that support unduplicated (Multilingual Learners, Socioeconomically Disadvantaged, and Foster Youth) student populations.

**FISCAL IMPACT:** The recommended salary placement of the proposed position is on the Certificated Salary Schedule and will be funded .5 from CTE Incentive Grant and .5 from Local Control Funding Formula (LCFF) Supplemental and is not anticipated to increase Unrestricted General Fund expenditures. This position is for the 2023-2024 school year. This position is for the 2023-2024 school year.

**BOARD POLICIES:** Pursuant to Board Policy 6178 Career Technical Education – The Governing Board desires to provide a comprehensive career technical education (CTE) program in secondary grades which integrates core academic instruction with technical and occupational instruction in order to increase student achievement, graduation rates, and readiness or postsecondary education and employment.

**GOAL:** In support of Goals:  
LCAP Goal 4.6. Continue to develop Career Technical Education (CTE) Pathways.  
Board Goal 4- Provide professional growth opportunities for all staff.

**ALTERNATIVES:**

1. Authorize the establishment of a certificated position, Career Technical Education/Categorical Programs TOSA and approve associated job description.
2. Do not authorize the establishment of a certificated position, Career Technical Education/Categorical Programs TOSA and approve associated job description.

**RECOMMENDATION:** Alternative 1.

**BOARD MEETING, MAY 16, 2023**

Establish a New Certificated Position, CTE/Categorical Programs  
TOSA and Approve Associated Job Description

Page 2

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Prepared by: Stewart McGugan, Assistant Superintendent, Human Resources  
Tammy Herzog, Assistant Superintendent, Educational Services

Respectfully submitted,

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Jeff Davis, Ed.D.  
Superintendent

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

## OAK PARK UNIFIED SCHOOL DISTRICT

### **CLASS TITLE: Teacher on Special Assignment; CTE and Categorical Programs**

**Definition:** This is a Certificated, 210-day position, on the Certificated Teacher Salary Schedule

**Brief Description:** Under the supervision of the Assistant Superintendent of Educational Services and OPUSD leadership, the Career Technical Education (CTE)/Categorical Programs Teacher on Special Assignment (TOSA) is responsible for coordinating OPUSD's comprehensive CTE and Categorical Programs. The CTE/Categorical Programs TOSA will serve as an instructional leader in the development and improvement of CTE and categorically funded state and federal programs that support unduplicated (Multilingual Learners, Socioeconomically Disadvantaged, and Foster Youth) student populations.

**Essential Functions:** Duties may include, but are not limited to, the following:

- Assist administrators, teachers, and counselors with developing career pathways with coherent sequencing of courses, work-based learning, and Career Technical Student Organizations (CTSOs).
- Work cooperatively with the site and district administrators to obtain and use evaluative findings to gauge program effectiveness.
- Work cooperatively with site administrators to create CTE Master Course Schedule to improve instructional programs.
- Provide career exploration and awareness resources and other pertinent CTE resources and training to CTE teachers and counselors.
- Maintain a working relationship with post-secondary schools and other agencies conducting career programs.
- When offered, disseminate and oversee CTE Dual Credit enrollment and information and assist in post-secondary initiatives.
- Plan and facilitate the district's CTE Advisory Committee.
- Manage categorical budgets and provide budget guidance to site administrators.
- Develop and provide training and staff development for Title I site representatives and Principals.
- Provide coaching and assistance to site teams in identifying site needs, establishing goals, and action planning for categorical programs.
- Support sites in using data to develop, implement, monitor, and evaluate site categorical programs.
- Attend Ventura County CTE Consortium meetings.
- Provide Consolidated Application (ConApp) and Federal Program Monitoring (FPM) support.
- Facilitate CTE completer data collection.
- Participate in regional state and federal program director meetings.
- Document and maintain records for compliance.
- Consult regularly with state and federal agencies and other district counterparts.
- Perform other responsibilities and duties as assigned.

**Knowledge and Abilities:** At a minimum, the successful candidate should possess the following:

- Expertise with curriculum, core instruction, and student intervention.
- Expertise with budgets and categorical programming constraints.
- Capacity for providing effective professional development.
- Effective principles and practices of high-quality, standards-based instruction.
- Assessment/alignment strategies in evaluating the results of site, state, and local assessments.
- Program compliance with applicable sections of the California Education Code, OPUSD board policies, and other local, state, and federal statutes/regulations.
- District's Student Information System (Q) and CALPADS reporting requirements.
- Computers and other technologies utilized in teaching and learning.

**Ability to:**

- Collaborate effectively with diverse groups and audiences.
- Promote flexibility and resiliency through thinking critically and creatively.
- Integrate and operationalize knowledge of applicable state and federal laws, regulations, and compliance requirements governing categorical programs and in California.
- Stay current with state and federal funding allocation methods.
- Communicate effectively, both orally and in writing.
- Demonstrate strong organizational skills.
- Work independently and in concert with other District personnel.

**Education, Experience, and Other Requirements:**

- Valid California Teaching Credential.
- English Learner Authorization (CLAD or BCLAD).
- Three (3) years of successful classroom teaching experience in a public school setting.
- Experience/leadership in CTE and working with multilingual students/families and other underserved student populations.

**OAK PARK UNIFIED SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVAL OF SECOND ADDENDUM TO CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT**

ACTION

**ISSUE:** Shall the Board approve an addendum to the Employment Contract with the Superintendent?

**BACKGROUND:** The Board of Education will consider for approval the second addendum to the Superintendent's employment contract to include an 8% salary increase approved for all District employees (a 5% increase retroactive to July 1, 2022, and a 3% increase retroactive to January 1, 2023, consistent with the increase in salaries for all staff.) At the April 25, 2023 meeting the Board approved an 8% salary increase (a 5% increase retroactive to July 1, 2022, and a 3% increase retroactive to January 1, 2023) for all OPTA/OPCA unit members and unrepresented District employees (confidential, classified management, and administrators). The Superintendent does not automatically receive the same salary increase provided to other district employees. Any salary increase the Superintendent receives must be in the form of a written amendment.

**FISCAL IMPACT:** Effective April 30, 2023, the Superintendent's annual based salary shall be \$245,918, reflecting a 5% increase retroactive to July 1, 2022, and a 3% increase retroactive to January 1, 2023. The revised salary in the proposed addendum of the Superintendent's contract will be funded from the General Fund.

**BOARD POLICY:** Pursuant to BP 2121 Superintendent's Contract - The Board shall take final action on the Superintendent's contract during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits.

**ALTERNATIVES:**

1. Approve the second addendum to contract for employment of District Superintendent between the Oak Park Unified School District Governing Board and the Superintendent. Prior to a vote on this item, the Board President will read an oral report of the recommended compensation in the proposed second addendum to contract for employment, as required by Government Code section 54953.
2. Do not approve the second addendum contract for employment of District Superintendent between the Oak Park Unified School District Governing Board and the Superintendent.

**RECOMMENDATION:** Alternative #1

Respectfully submitted,

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Jeff Davis, Ed.D.  
Superintendent

**MAY 16, 2023 BOARD MEETING**

Approve an addendum to the Employment Contract with the Superintendent

Page 2

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 2023**  
**SUBJECT: APPROVE AMMENDMENT TO BOARD POLICY 0460 LOCAL CONTROL AND ACCOUNTABILITY PLAN**

ACTION

**ISSUE:** Should the Board of Education approve amendment to Board Policy (BP) 0460–Local Control and Accountability Plan?

**BACKGROUND:** Board Policy was updated at the April 25, 2023 meeting to reflect NEW LAW (SB 997, 2022), which requires, beginning July 1, 2024, districts serving middle or high school students to include four 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. The revision to the Board policy is being submitted to revise the establishment of the student advisory committee. Language was also added to include the composition of the committee and the term of service for student members. BP 0460 is being submitted with recommendation language from the Board President.

- ALTERNATIVES:**
1. Approve amendment to BP 0460 Local Control and Accountability Plan as first and final reading.
  2. Approve amendment to BP 0460 Local Control and Accountability Plan as first reading.
  3. Do not approve amendment to BP 0460 Local Control and Accountability Plan.

**RECOMMENDATION:** Alternative #1

Respectfully submitted,

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

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

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hardy	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Lantsman	_____	_____	_____	_____
Moynihan	_____	_____	_____	_____
Wang	_____	_____	_____	_____
Student Rep.	_____	_____	_____	_____

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 0000*

*Philosophy, Goals, Objectives & Comprehensive Plans*

*BP 0460*

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## 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)

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)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 SBE, which includes specified information relating to the district's budget. The budget overview shall

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

Series 0000

Philosophy, Goals, Objectives & Comprehensive Plans

BP 0460

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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 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, four 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.~~

~~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)~~

Beginning for the 2023-24 school year, the district shall establish a student advisory committee consisting of a minimum of 15 secondary students, with the option to include more students as desired. The students shall serve for a renewable term of one full school year. The student advisory committee shall meet at least twice during the school year, with the option to hold additional meetings as desired, to provide advice and input to the Board and Superintendent on developing, reviewing, and implementing the LCAP, among other things. Involving a diverse group of secondary students furthers the District's goal to foster meaningful engagement and ensure that the perspectives of our student population are well-represented in decision-making processes.

Whenever district enrollment includes at least 15 percent English learners, with at least 50

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

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*Philosophy, Goals, Objectives & Comprehensive Plans*

*BP 0460*

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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).

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**

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

# OAK PARK UNIFIED SCHOOL DISTRICT BOARD POLICY

*Series 0000*

*Philosophy, Goals, Objectives & Comprehensive Plans*

*BP 0460*

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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 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, 5-16-23

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: MAY 16, 2023**

**SUBJECT: MONTHLY CASH FLOW REPORT**

INFORMATION

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**ISSUE:** Shall the Board receive and review a status report on District's actual and projected cash flow as of April 30th 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,

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Jeff Davis, Ed.D.  
Superintendent

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<b>Oak Park Unified</b> 56-73874-0000000	<b>Cashflow Report</b> <b>2nd Interim Budget - Through April 2023</b> Base Year 2022-23; Actuals Through the Month of April
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	Object Range	Budget/Beg. Balance	2022 July	August	September	October	November	December	2023 January	February
<b>A. BEGINNING CASH</b>		<b>6,945,986</b>	<b>6,945,986</b>	<b>7,809,164</b>	<b>4,545,640</b>	<b>5,565,286</b>	<b>3,545,361</b>	<b>3,416,148</b>	<b>13,816,543</b>	<b>11,335,072</b>
<b>B. RECEIPTS</b>										
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	—	—	—	—	—	—	—	—
<b>TOTAL RECEIPTS</b>		<b>59,438,507</b>	<b>1,617,944</b>	<b>1,606,327</b>	<b>6,533,989</b>	<b>2,378,658</b>	<b>4,378,769</b>	<b>13,864,176</b>	<b>2,648,809</b>	<b>2,392,538</b>
<b>C. DISBURSEMENTS</b>										
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	—	—	—	—	—	—	—	—
<b>TOTAL DISBURSEMENTS</b>		<b>55,764,008</b>	<b>866,010</b>	<b>5,861,650</b>	<b>5,396,739</b>	<b>4,959,599</b>	<b>4,911,490</b>	<b>4,806,785</b>	<b>5,265,916</b>	<b>4,809,158</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>1,888,922</b>	<b>863,178</b>	<b>(3,263,524)</b>	<b>1,019,646</b>	<b>(2,019,925)</b>	<b>(129,213)</b>	<b>10,400,395</b>	<b>(2,481,472)</b>	<b>(1,565,798)</b>
<b>F. ENDING CASH (A + E)</b>			<b>7,809,164</b>	<b>4,545,640</b>	<b>5,565,286</b>	<b>3,545,361</b>	<b>3,416,148</b>	<b>13,816,543</b>	<b>11,335,072</b>	<b>9,769,273</b>
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										

<b>Oak Park Unified</b> 56-73874-0000000	<h2 style="margin: 0;">Cashflow Report</h2> <h3 style="margin: 0;">2nd Interim Budget - Through April 2023</h3> <p style="font-size: small; margin: 0;">Base Year 2022-23; Actuals Through the Month of April</p>	Fund 01
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	Object Range	Budget/Beg. Balance	2023 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
<b>A. BEGINNING CASH</b>		<b>6,945,986</b>	<b>9,769,273</b>	<b>10,485,575</b>	<b>9,509,890</b>	<b>5,417,755</b>	—	—	—	—
<b>B. RECEIPTS</b>										
LCFF Sources										
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	5,009,870	92,684	87,844	—	—	13,258,402	—
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	—	—	—	—	—	—	—
Federal Revenue	8100-8299	1,523,051	—	13,813	—	51,254	993,535	—	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	479,053	487,007	494,083	460,740	—	6,115,814	(0)
Interfund Transfers in	8910-8929	0	—	—	—	—	—	—	—	—
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
<b>TOTAL RECEIPTS</b>		<b>59,438,507</b>	<b>6,144,494</b>	<b>7,847,148</b>	<b>2,274,609</b>	<b>5,635,201</b>	<b>2,117,252</b>	<b>(1,406)</b>	<b>59,438,507</b>	<b>(0)</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999	25,154,377	2,393,415	2,427,574	2,478,923	567,912	—	—	25,017,519	136,858
Classified Salaries	2000-2999	8,278,089	756,750	775,257	765,528	538,596	—	—	8,279,039	(950)
Employee Benefits	3000-3999	12,488,666	1,189,892	1,195,297	1,246,848	268,304	—	—	12,380,159	108,507
Books and Supplies	4000-4999	2,832,648	76,098	115,976	310,411	154,994	—	—	2,403,899	428,749
Services	5000-5999	6,519,178	459,384	559,567	561,542	877,312	—	—	6,415,045	104,133
Capital Outlay	6000-6999	37,194	—	—	—	—	—	—	37,194	(0)
Other Outgo	7000-7499	453,856	21,911	7,393	221,117	161,425	—	—	475,920	(22,064)
Interfund Transfers Out	7600-7629	0	—	—	—	—	—	—	—	—
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
<b>TOTAL DISBURSEMENTS</b>		<b>55,764,008</b>	<b>4,897,449</b>	<b>5,081,065</b>	<b>5,584,371</b>	<b>2,568,543</b>	—	—	<b>55,008,775</b>	<b>755,233</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>1,888,922</b>	<b>716,302</b>	<b>(975,685)</b>	<b>(4,092,134)</b>	<b>3,947,882</b>	<b>245,977</b>	<b>(1,406)</b>	<b>2,664,223</b>	
<b>F. ENDING CASH (A + E)</b>			<b>10,485,575</b>	<b>9,509,890</b>	<b>5,417,755</b>	<b>9,365,638</b>	—	—	—	
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>									<b>9,610,209</b>	

Oak Park Unified  
56-73874-0000000

**Cashflow Report**  
**2nd Interim Budget - Through April 2023**  
Base Year 2022-23; Actuals Through the Month of April

Fund 01

	Object Range	Budget/Beg. Balance	2022 July	August	September	October	November	December	2023 January	February	
<b>D. BALANCE SHEET ITEMS</b>											
<b>Assets and Deferred Outflows</b>											
	Cash Not in Treasury	9111-9199	2,000	—	—	—	—	—	—	—	
	Accounts Receivable	9200-9299	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)	—	—	7,448	—	—	—	—
	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	—	—	—	—	—	—	—	—
	<b>SUBTOTAL</b>		<b>3,539,189</b>	<b>336,086</b>	<b>148,801</b>	<b>257,279</b>	<b>521,419</b>	<b>19,498</b>	<b>527,389</b>	<b>363,604</b>	<b>77,180</b>
<b>Liabilities and Deferred Inflows</b>											
	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	—	—	—	—	—	—	—	—
	<b>SUBTOTAL</b>		<b>5,324,766</b>	<b>224,843</b>	<b>(842,998)</b>	<b>374,884</b>	<b>(39,598)</b>	<b>(384,011)</b>	<b>(815,615)</b>	<b>227,969</b>	<b>(773,641)</b>
<b>Nonoperating</b>											
	Suspense Clearing	9910	0	—	—	—	—	—	—	—	—
<b>TOTAL BALANCE SHEET ITEMS</b>			<b>(1,785,577)</b>	<b>111,243</b>	<b>991,799</b>	<b>(117,605)</b>	<b>561,017</b>	<b>403,508</b>	<b>1,343,004</b>	<b>135,635</b>	<b>850,822</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>			<b>1,888,922</b>	<b>863,178</b>	<b>(3,263,524)</b>	<b>1,019,646</b>	<b>(2,019,925)</b>	<b>(129,213)</b>	<b>10,400,395</b>	<b>(2,481,472)</b>	<b>(1,565,798)</b>
<b>F. ENDING CASH (A + E)</b>				<b>7,809,164</b>	<b>4,545,640</b>	<b>5,565,286</b>	<b>3,545,361</b>	<b>3,416,148</b>	<b>13,816,543</b>	<b>11,335,072</b>	<b>9,769,273</b>
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>											

Oak Park Unified  
56-73874-0000000

**Cashflow Report**  
**2nd Interim Budget - Through April 2023**  
Base Year 2022-23; Actuals Through the Month of April

Fund 01

	Object Range	Budget/Beg. Balance	2023 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
<b>D. BALANCE SHEET ITEMS</b>										
<b>Assets and Deferred Outflows</b>										
Cash Not in Treasury	9111-9199	2,000	—	—	—	—	—	—	—	—
Accounts Receivable	9200-9299	3,280,157	(2,413)	3,188	—	—	(2,067,104)	—	123,724	—
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	—	—	—	—	—	—	—	—
Deferred Outflows of Resources	9490	0	—	—	—	—	—	—	—	—
<b>SUBTOTAL</b>		<b>3,539,189</b>	<b>119,930</b>	<b>3,188</b>	<b>—</b>	<b>—</b>	<b>(1,871,275)</b>	<b>—</b>	<b>503,100</b>	<b>—</b>
<b>Liabilities and Deferred Inflows</b>										
Accounts Payable	9500-9599	4,912,631	649,073	(826,926)	782,373	(1,126,227)	—	—	1,872,991	—
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	(18,118)	—	206,805	—	—	357,420	—
Deferred Inflows of Resources	9690	0	—	—	—	—	—	—	—	—
<b>SUBTOTAL</b>		<b>5,324,766</b>	<b>650,673</b>	<b>3,744,956</b>	<b>782,373</b>	<b>(881,225)</b>	<b>—</b>	<b>—</b>	<b>2,268,609</b>	<b>—</b>
<b>Nonoperating</b>										
Suspense Clearing	9910	0	—	—	—	—	—	—	—	—
<b>TOTAL BALANCE SHEET ITEMS</b>		<b>(1,785,577)</b>	<b>(530,743)</b>	<b>(3,741,768)</b>	<b>(782,373)</b>	<b>881,225</b>	<b>(1,871,275)</b>	<b>—</b>	<b>(1,765,510)</b>	<b>—</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>1,888,922</b>	<b>716,302</b>	<b>(975,685)</b>	<b>(4,092,134)</b>	<b>3,947,882</b>	<b>245,977</b>	<b>(1,406)</b>	<b>2,664,223</b>	<b>—</b>
<b>F. ENDING CASH (A + E)</b>			<b>10,485,575</b>	<b>9,509,890</b>	<b>5,417,755</b>	<b>9,365,638</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>									<b>9,610,209</b>	<b>—</b>

**TO: MEMBERS, BOARD OF EDUCATION**

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

**DATE: MAY 16, 2023**

**SUBJECT: MONTHLY MEASURE S BOND PROJECT STATUS REPORT**

INFORMATION

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**ISSUE:** Shall the Board receive and review a status report on the progress of authorized Measure S bond projects through May 4, 2023?

**BACKGROUND:** As an ongoing tool to assist the Administration and Board in implementing and managing the District's Measure S bond program and master plan, the Business Office, in conjunction with its construction management team, has produced the following monthly status report on the progress of authorized Measure S bond projects for the Board's information and review.

**FISCAL IMPACT:** None - for information only.

**RECOMMENDATION:** None - for information only.

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

Respectfully submitted,

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Jeff Davis, Ed.D.  
Superintendent



## Consolidated Budget Status Report

Budgets versus Commitments and Expenditures for multiple Projects

### Budget vs. Commitments and Expenditures

School/Project Name	Budget	Expenditures	
	Total Budget	Total Expenditures	Remaining Against Committed
<b>Measure S Management</b>			
Measure S General Architecture Planning Services	155,160	155,160	-
Measure S District Salaries (1) (3)	2,037,294	1,287,002	237,128
17-58S General Planning & Architectural Services (1) (3) (4)	120,221	192,773	(72,552)
Measure S Program Direct Software, Equip & Supp (1) (4)	251,050	246,546	652
Measure S General CM Services-Balfour Beatty	474,563	456,613	-
	<b>3,038,288</b>	<b>2,338,094</b>	<b>165,228</b>
<b>Brookside Elementary School</b>			
17-32S Security Fencing	58,490	58,490	-
17-42S Modernization Campus Wide	10,000	10,000	-
17-47S Administration Building DSA Cert. (1) (3) (4)	1,390,256	1,285,364	-
18-11S Design HVAC System Upgrade, BLDG 200 & 300	3,400	3,400	-
18-18S Classroom Replacement(4) Phase 1 (1) (2) (3) (4)	3,653,750	332,332	-
19-28S Extend Shared Wall Room 216	11,200	11,200	-
19-30S Extend Height of Playground Fence	25,034	25,034	-
20-17S Remove and Replace Foundation on Portable C (1)	48,357	47,467	-
20-16S Innovation Lab BES (1)	67,859	67,859	-
	<b>5,268,346</b>	<b>1,841,146</b>	<b>-</b>
<b>District Office</b>			
19-17S District Office Emergency Generator (1)	381,621	70,442	144,709
19-21S Upper Field Chain Link Fencing and Gates	12,416	12,416	-
	<b>394,037</b>	<b>82,858</b>	<b>144,709</b>
<b>District Wide</b>			
17-49S Security Badge System Upgrade	9,586	9,586	-
17-01S Solar Project (2)	7,120,121	7,123,344	-
17-33S Ext. Campus Surveillance Cameras @ 6 Si	374,597	374,597	-
17-39S Landscape Improvements	19,000	19,000	-
18-22S Security Upgrades - PA System	14,669	14,669	-
18-26S Collaborative Furniture	184,588	184,588	-
18-38S Extended Care Facility Furniture & Equip	12,319	12,319	-
18-33S Solar Installation Maintenance Contract (1) (3)	256,055	247,807	-
19-08S DW Arch Svcs for DSA Certific (1) (2) (3)	34,203	34,203	-
19-10S Collaborative Furniture	200,000	195,708	335
19-22S King James Court Debris Clearance	15,700	15,700	-
19-31S Security Raptor Software Districtwide	45,367	45,367	-
20-04S Collaborative Furniture	102,774	68,620	33,033
20-10S Exterior Repairs to Portables at BES/MCMS	61,034	61,034	-
20-21S Outdoor Furniture Purchases DW	105,808	102,733	-
20-23S HVAC Upgrades Districtwide (1)	366,354	222,416	132,889
22-05S Upgrade Kitchen Equip & Drains DW	400,000	314,666	130,503
22-07S Repair Exterior Modular Classrooms DW (1)	95,246	95,246	-
22-08S LED Lighting Upgrade DW (2)	221,741	221,741	-
22-03S DSA Certification Portables DW (1) (3)	21,555	2,456	19,000
22-14S Door Hardware Upgrades DW (1) (3)	10,000	-	10,000
	<b>9,670,718</b>	<b>9,365,799</b>	<b>325,759</b>
<b>Medea Creek Middle School</b>			
17-23S Roof Replacement	60,316	60,316	-
17-24S HVAC Replacement	331,787	331,787	-
17-36S Modernization Campus Wide	10,000	10,000	-
17-35S Kitchen Improvements (2) (3)	1,506,394	1,588,890	1,928
18-03S Security Fencing Parking Lot	42,630	42,630	-



## Consolidated Budget Status Report

Budgets versus Commitments and Expenditures for multiple Projects

### Budget vs. Commitments and Expenditures

School/Project Name	Budget		Expenditures	
	Total Budget	Total Expenditures	Remaining Against Committed	
18-07S Sidewalk and Handrail Installation, Buildin	26,937	26,937	-	
18-21S Classroom Replacement (1) (3)	279,133	5,199,200	31,911	
18-25S MPR High Roof Replacement (3)	160,135	165,457	-	
18-36S Library Wall Removal	3,500	3,500	-	
18-39S Counseling Office Improvements & Additions	32,109	35,459	-	
18-40S Safety/Security Gates	89,827	89,827	-	
18-45S ORCA Food Waste Recycling Pilot Program (1) (3)	45,283	45,283	-	
18-48S EV Charging Station	17,794	17,794	-	
19-05S Trellis Removal at MCMS	75,609	75,609	-	
19-15S Shade Sails at MCMS	60,845	60,845	-	
20-12S Renovate Lobby MCMS (1) (4)	20,707	20,707	-	
21-02S Entry Way Sign at Medea Creek Middle School	14,900	14,900	-	
	<b>2,777,907</b>	<b>7,789,141</b>	<b>33,838</b>	
<b>Oak Hills Elementary School</b>				<b>-</b>
17-25S HVAC Replacement	139,837	133,652	-	
17-38S Modernization Campus Wide	15,000	15,000	-	
17-32S Security Fencing	48,845	48,845	-	
19-09S/18-19S Add Modular Classrooms (1) (2)	468,217	215,220	-	
19-02S Area Drain Improvements Rooms 8-11	12,400	12,400	-	
19-12F OHES Running Track	29,555	29,555	-	
19-13S OHES Fencing @ Park (3)	135,042	120,517	174	
19-20S Kindergarten Flooring Classrooms	19,223	19,223	-	
19-29S Extend Wall Between Conf/Copy Room	11,732	11,732	-	
20-03S Innovation Lab OHES (1)	66,881	66,881	-	
22-06S Upgrade Eating Area OHES (1)	116,029	116,029	-	
22-09S Security Fence Front OHES (1)	108,237	108,237	-	
22-21S TK Classrooms OHES (1) (3) (4)	188,050	8,890	111,250	
	<b>1,359,046</b>	<b>906,180</b>	<b>111,424</b>	
<b>Oak Park High School</b>				<b>-</b>
17-34S Security Lighting at Cul De Sac	283,134	283,134	-	
17-28S Roof Replacement	54,705	54,705	-	
17-27S HVAC Replacement	97,230	97,230	-	
17-32S Security Fencing (Ornamental @ Stadium)	198,834	139,864	-	
17-57S Safety Lighting	24,891	-	-	
18-01S Football Field Fencing	56,370	56,370	-	
18-02S Fencing Girls Varsity Softball Field	42,885	42,855	-	
18-24S Safety Security Fencing @ Library & Gates	52,800	62,010	-	
18-23S OPHS Stadium Safety Rail Repair	23,450	23,450	-	
18-46S OPHS Stairs & Sidewalk-Athletic Facilities	122,083	122,083	-	
19-19S Art Court Phase II (1) (4)	255,716	254,096	1,592	
19-23S Tennis Court Resurfacing	44,084	44,084	-	
19-27S Repair Wood Columns @OPHS	19,655	19,655	-	
20-05S Basketball Courts Resurfacing OPHS	20,052	20,052	-	
20-22S Economizers OPHS F Bldg. HVAC's (1) (4)	25,756	25,756	-	
21-01S Turf Replacement and Upgrades OPHS (4)	1,118,397	1,163,155	-	
22-01S Sound System Upgrades @OPHS (1) (3)	19,979	19,979	-	
22-10S Relocate Softball Perimeter Fencing @OPHS (1)	22,818	22,818	-	
22-11S Wellness Center (1)	65,782	66,052	-	
	<b>2,548,621</b>	<b>2,517,348</b>	<b>1,592</b>	
<b>Oak View High School</b>				<b>-</b>
19-26S Reno Bldg Ext at OVHS	166,473	166,473	-	



## Consolidated Budget Status Report

Budgets versus Commitments and Expenditures for multiple Projects

### Budget vs. Commitments and Expenditures

School/Project Name	Budget	Expenditures	
	Total Budget	Total Expenditures	Remaining Against Committed
22-18S School Marquee OVHS	25,479	25,479	-
	<b>191,952</b>	<b>191,952</b>	<b>-</b>
<b>Red Oak Elementary School</b>			<b>-</b>
17-37S Modernization Campus Wide	10,000	10,000	-
17-32S Security Fencing	3,860	3,860	-
18-20S Modular Classroom Replacement (1) (3)	6,753,009	503,494	-
19-01S MPR Structural Repairs	34,408	34,408	-
19-14S ROES Phase 1 Safety/Security Fencing	130,400	130,400	-
19-16S ROES Phase 2 Safety/Security Fencing	75,873	69,615	-
20-11S Restroom Upgrades at ROES (2) (3)	90,639	90,639	-
20-13S Paint Admin Interior (1) (4)	18,929	18,265	-
20-14S Flooring for Admin + 7 Classrooms	49,125	49,125	-
20-15S Innovation Lab at ROES (1)	58,922	56,723	2,198
20-18S Renovate Exteriors of Buildings B & C @ROES (1) (3)	2,660,902	2,582,439	19,748
22-12S Shades Sails @ROES	163,555	159,845	-
	<b>10,049,621</b>	<b>3,708,814</b>	<b>21,946</b>
<b>TECH</b>			<b>-</b>
17-50S Next Gen CR/Flat Panel SMRT Display Pilot	36,532	48,120	-
18-12S Network File Server Refresh	125,000	124,500	-
18-13S Purchase Staff Computers & Spare Device	55,000	37,272	-
18-14S Chromebook 1-to-1 Take Home Pilot 6 Grade	341,257	210,136	7,978
18-35S BES Chromebooks for Gr5	17,206	17,206	-
18-30S MCMS Library Computer Lab Refresh	47,000	37,106	-
18-31F 3-D Printers @OPHS	31,500	26,882	-
18-28S DW Chromebook Refresh	250,000	209,943	-
18-29S Flat Panel Displays @ MCMS & OPHS	36,100	31,124	-
18-42S MCMS Computer on Wheels Laptops for Art Cla	18,981	18,981	-
18-43S DW Virtual Reality Pilot Program	6,000	5,148	-
18-44S I-Pad Refresh of K-2 Totes	325,000	302,138	-
18-49F iMacs for Tech Lab MCMS	10,000	8,052	11,948
19-03S Replace Smartboard Projectors	24,000	21,081	1,367
19-04S District Refresh & Spare Computer Equipment	50,000	53,415	-
19-06S Promethean Smart Board Replacement at OHES	81,229	81,229	-
19-07F Chromebook 1:1 Take Home Prgrm Grds 5-12 (1) (3)	854,877	732,904	93,263
19-11S iPad Air Refresh Part 2	251,335	251,335	-
19-24S Additional Security Cameras DW Phase 4	38,029	38,029	-
20-01S Next Generation MacBook Pro Pilot Program (1)	20,451	8,576	11,875
20-02S Interactive Flat Panel Displays for all ES	15,000	-	-
20-08S Apple iPad Air Refresh (1)	34,544	34,544	-
20-09S District Network Firewall Refresh (1)	285,524	285,524	-
20-19S Staff Laptop Refresh (1)	227,790	217,311	10,479
20-20S Chromebook 1:1 Program (1)	361,738	361,738	-
20-24S Oak Park High School Engineering WS (1)	69,534	69,534	-
20-25S Apple iPad Air Refresh Wave 3 (1)	33,030	33,030	-
20-26S MCMS Computer Lab Refresh (3)	95,000	79,214	15,786
21-03S Core Network Switch Replacement & Service (1) (3)	74,146	67,938	6,209
21-05S Smartboard Replacement DW	250,401	214,156	36,245
21-04S Network Access Appliance (3)	23,000	-	23,000
22-04S Smartboard Replacement DW (1)	144,621	212,816	-
22-02S Office Computer Refresh (1) (3)	100,000	16,013	8
	<b>4,333,825</b>	<b>3,854,994</b>	<b>218,157</b>



# Consolidated Budget Status Report

Budgets versus Commitments and Expenditures for multiple Projects

## Budget vs. Commitments and Expenditures

School/Project Name	Budget	Expenditures	
	Total Budget	Total Expenditures	Remaining Against Committed
<b>Totals</b>	<b>39,632,360</b>	<b>32,596,326</b>	<b>1,022,653</b>

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: DR. JEFF DAVIS, SUPERINTENDENT**  
**DATE: MAY 16, 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 April 30th 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,

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Jeff Davis, Ed.D.  
Superintendent

Fiscal13a

Financial Statement

Fund 01		Fiscal Year 2022/23 Through April 2023				
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rec'd
<b>REVENUE DETAIL</b>						
<b>LCFF Revenue Sources</b>						
8011-8019	LCFF State Aid	31,706,192.00	32,836,040.00	26,467,954.00	6,368,086.00	80.61%
8020-8079	Property Taxes	12,705,452.00	13,258,402.00	13,077,874.28	180,527.72	98.64%
	<b>Total LCFF Revenue Sources</b>	<b>44,411,644.00</b>	<b>46,094,442.00</b>	<b>39,545,828.28</b>	<b>6,548,613.72</b>	<b>85.79%</b>
<b>Federal Revenues</b>						
8100-8299	Federal Revenues	1,376,153.00	1,523,051.00	478,261.54	1,044,789.46	31.40%
<b>Other State Revenues</b>						
8300-8599	Other State Revenues	1,529,760.00	5,705,200.00	4,714,776.87	990,423.13	82.64%
<b>Other Local Revenue</b>						
8600-8799	Other Local Revenues	4,467,442.00	6,115,814.00	4,673,984.06	1,441,829.94	76.42%
	<b>Total Year To Date Revenues</b>	<b>51,784,999.00</b>	<b>59,438,507.00</b>	<b>49,412,850.75</b>	<b>10,025,656.25</b>	<b>83.13%</b>

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>EXPENDITURE DETAIL</b>							
<b>Certificated Salaries</b>							
1100-1199	Certificated Teacher Salaries	19,630,834.00	19,719,351.00	1,844,099.97	17,431,597.47	443,653.56	88.40%
1160	<i>Certificated Salaries Stipends</i>	451,887.00	547,819.00	65,190.80	327,284.23	155,343.97	59.74%
1200	Certificated Pupil Support Salaries	2,098,401.00	2,299,399.00	226,557.14	2,057,251.42	15,590.44	89.47%
1260	<i>Counselor Stipend</i>	1,840.00	2,150.00	430.00	1,720.00	.00	80.00%
1300	Certificated Supervisors' & Administrators' Salaries	2,416,841.00	2,586,095.00	422,307.86	2,152,829.91	10,957.23	83.25%
	<b>Total Certificated Salaries</b>	<b>24,599,803.00</b>	<b>25,154,814.00</b>	<b>2,558,585.77</b>	<b>21,970,683.03</b>	<b>625,545.20</b>	<b>87.34%</b>
<b>Classified Salaries</b>							
2100	Classified Instructional Salaries	3,073,252.00	2,871,030.00	268,884.72	2,500,848.30	101,296.98	87.11%
2200	Classified Support Salaries	2,049,791.00	1,993,342.00	280,645.72	1,648,264.81	64,431.47	82.69%
2300	Classified Supervisors' & Administrators' Salaries	389,024.00	390,644.00	64,837.40	324,187.00	1,619.60	82.99%
2400	Clerical, Technical, & Office Staff Salaries	2,151,449.00	2,165,912.00	343,236.04	1,775,176.25	47,499.71	81.96%
2900	Other Classified Salaries	834,920.00	857,161.00	77,608.47	726,438.55	53,113.98	84.75%
	<b>Total Classified Salaries</b>	<b>8,498,436.00</b>	<b>8,278,089.00</b>	<b>1,035,212.35</b>	<b>6,974,914.91</b>	<b>267,961.74</b>	<b>84.26%</b>
<b>Employee Benefits</b>							
3100	State Teachers' Retirement System	4,639,401.00	4,699,778.00	485,217.29	4,070,607.40	143,953.31	86.61%
3200	Public Employees' Retirement System	1,675,393.00	1,539,221.00	209,167.66	1,257,268.84	72,784.50	81.68%
3400	Health & Welfare Benefits	5,126,164.00	4,701,946.00	459,048.62	4,202,566.60	40,330.78	89.38%
3300-3900	All Other Statutory Costs	1,583,248.00	1,547,769.00	175,322.92	1,334,563.83	37,882.25	86.23%
	<b>Total Employee Benefits</b>	<b>13,024,206.00</b>	<b>12,488,714.00</b>	<b>1,328,756.49</b>	<b>10,865,006.67</b>	<b>294,950.84</b>	<b>87.00%</b>
<b>Books and Supplies</b>							
4100	Approved Textbooks and Core Curricula Materials	323,778.00	913,325.00	14,359.81	799,679.08	99,286.11	87.56%
4200	Other Books and Reference Material	.00	15,490.00	1,000.00	12,077.92	2,412.08	77.97%
4300	Materials & Supplies	978,227.00	1,179,433.00	261,075.05	606,309.95	312,048.00	51.41%
4400	Noncapitalized Equipment	747,698.00	725,280.00	15,772.70	520,426.48	189,080.82	71.76%
	<b>Total Books and Supplies</b>	<b>2,049,703.00</b>	<b>2,833,528.00</b>	<b>292,207.56</b>	<b>1,938,493.43</b>	<b>602,827.01</b>	<b>68.41%</b>
<b>Services and Other Operating Expenditures</b>							
5200	Travel and Conference	105,985.00	171,931.00	5,450.00	151,839.62	14,641.38	88.31%
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%

5500	Operations & Housekeeping Services	807,357.00	1,023,088.00	115,167.80	869,562.20	38,358.00	84.99%
5600	Rentals, Leases, Repairs, & Noncapitalized Improvements	471,250.00	728,290.00	169,461.93	523,649.89	35,178.18	71.90%
5700	Transfers of Direct Costs	.00	.00	.00	.00	.00	0.00%
5800	Professional/Consulting Services & Operating Expenditures	2,118,506.00	3,417,916.00	851,447.26	2,396,112.71	170,356.03	70.10%
5899	Legal Fees	293,160.00	243,160.00	96,339.46	132,453.53	14,367.01	54.47%
5900	Telephone and Communications	56,483.00	53,022.00	8,191.35	19,481.00	25,349.65	36.74%
	<b>Total Services and Other Operating Expenditures</b>	<b>4,623,087.00</b>	<b>6,517,813.00</b>	<b>1,246,057.80</b>	<b>4,976,190.63</b>	<b>295,564.57</b>	<b>76.35%</b>
<b>Capital Outlay</b>							
6000	Capital Outlay	.00	37,194.00	.00	37,194.33	.33-	100.00%
<b>Tuition</b>							
7100	Tuition	387,368.00	456,018.00	334,665.00	49,824.00	71,529.00	10.93%
<b>Transfers of Indirect/direct Support costs</b>							
7350	Direct Support/Indirect Costs	194,713.00-	60,233.00-	.00	.00	60,233.00-	0.00%
<b>Debt Service</b>							
7438	Debt Service - Interest	6,643.00	4,422.00	1,105.42	3,316.26	.32	74.99%
7439	Debt Service - Principal	51,428.00	53,649.00	13,412.40	40,237.20	.60-	75.00%
	<b>Total Debt Service</b>	<b>58,071.00</b>	<b>58,071.00</b>	<b>14,517.82</b>	<b>43,553.46</b>	<b>.28-</b>	<b>75.00%</b>
	<b>Total Year To Date Expenditures</b>	<b>53,045,961.00</b>	<b>55,764,008.00</b>	<b>6,810,002.79</b>	<b>46,855,860.46</b>	<b>2,098,144.75</b>	<b>84.03%</b>

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>OTHER FINANCING SOURCES</b>							
<b>Other Financing Sources</b>							
8919	Other Authorized Interfund Transfer In	.00	.00	.00	.00	.00	0.00%
	<b>Total Other Financing Sources</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>0.00%</b>
	<b>Total Year To Date Other Financing Sources</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>0.00%</b>

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>OTHER FINANCING USES</b>							
<b>Interfund Transfers Out</b>							
7611	From General to Child Development Fund	.00	.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%
	<b>Total Interfund Transfers Out</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>0.00%</b>
	<b>Total Year To Date Other Financing Uses</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>0.00%</b>

Object	Description	Budget		Actuals To Date			
		Adopted	Revised	Encumbrance	Actual	Budget Balance	% of Budget
<b>REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE</b>							
A.	Revenues	51,784,999.00	59,438,507.00		49,412,850.75	10,025,656.25	83.13%
B.	Expenditures	53,045,961.00	55,764,008.00	6,810,002.79	46,855,860.46	2,098,144.75	84.03%
C.	Subtotal (Revenues LESS Expense)	1,260,962.00-	3,674,499.00		2,556,990.29	7,927,511.50	
D.	Other Financing Sources & Uses						
	Source	.00	.00		.00	.00	0.00%
	LESS Uses	.00	.00		.00	.00	0.00%
E.	Net Change in Fund Balance	1,260,962.00-	3,674,499.00		2,556,990.29	7,927,511.50	
F.	Fund Balance						
	Beginning Balance (9791)	4,634,672.00	5,160,410.00		5,160,409.11		
	Audit Adjustments (9793)	.00	.00		.00		
	Audit Adjustments (9793)	.00	.00		.00		
	Adjusted Beginning Balance	4,634,672.00	5,160,410.00		5,160,409.11		
G.	Calculated Ending Balance	3,373,710.00	8,834,909.00		7,717,399.40		
	*Components of Ending Fund Balance						
	Legally Restricted (9740)						
	Other Designations (9780)						
	Undesig/Unapprop (9790)	3,373,710.00	8,834,909.00				
	Other				6,810,002.79		