

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • (805) 385-1501



BOARD OF TRUSTEES

Veronica Robles-Solis, President
Monica Madrigal Lopez, Clerk
Rose Gonzales, Member
MaryAnn Rodriguez, Member
Brian Melanephy, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Superintendent
Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources
Aracely Fox, Ed.D.
Assistant Superintendent,
Educational Services

AGENDA REGULAR BOARD MEETING Wednesday, May 15, 2024

5:00 PM - Open Meeting
5:30 PM - Study Session
7:00 PM - Return to Regular Board Meeting

***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's office at least two days before the meeting date.

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Associate Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

May 15, 2024

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:00 PM)

The President of the Board will call the meeting to order. A roll call of the Board will be conducted.

ROLL CALL VOTE:

Rodriguez __ , Gonzales __ , Melanephy __ , Madrigal Lopez __ , Robles-Solis __

A.2. Pledge of Allegiance to the Flag

Elva Gonzales-Nares, Principal, Marina West School, will introduce Isaac Cortez, 5th grade student in Ms. Laraia's class at Marina West, who will lead the audience in the Pledge of Allegiance.

A.3. District’s Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Joelle Madrigal, 5th grade student in Ms. Laraia's class at Marina West School, and in Spanish by Valentina Cordoba, 4th grade student in Ms. Rosas's class at Marina West School.

A.4. Presentation by Marina West School

Elva Gonzales-Nares, Principal, Marina West School, will provide a short presentation to the Board regarding Marina West. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez __ , Gonzales __ , Melanephy __ , Madrigal Lopez __ , Robles-Solis __

A.6. Recognition of OSD School Site Spanish Spelling Bee Winners and Participants in the 7th Annual Ventura County Spanish Spelling Bee (Fox)

It is the recommendation of the Assistant Superintendent of Educational Services that the Board of Trustees recognize the following school site Spanish Spelling Bee winners, who also participated in the 7th Annual Ventura County Spanish Spelling Bee held on Saturday, May 4, 2024, at Rio Vista Middle School.

Name	Grade	School
Karla Maldonado	5	Chavez
Heidi Piña Chavez	8	Curren
Nelly Perez	5	Elm
Zoe Dominguez	4	Kamala
Lucina Solano	4	Ramona

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

A.7. Study Session - Mathematics Overview (Fox/Haber)

The Oxnard Mathematics Team will present an overview of the 2023-2024 year.

A.8. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Assistant Superintendent of Educational Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker. The Board will now convene in closed session to consider the items listed under Closed Session.

A.9. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- Case #2023-CUOE015904

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release

- Public Employee Appointment

- Special Education Managers
- Principals
- Assistant Principals

A.10. Reconvene to Open Session (7:00 PM)

A.11. Report Out of Closed Session

The Board will report on any action taken in Closed Session or take action on any item considered in Closed Session, including expulsion of students.

A.12 Adoption and Presentation of Resolution #23-23 National Speech-Language-Hearing Month, May 2024 (DeGenna/Jefferson)

It is the recommendation of the Superintendent and the Director of Special Education that the Board of Trustees adopt Resolution #23-23 in recognition of National Speech-Language-Hearing Month, May 2024, as presented.

Board Discussion:

Moved:

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez___, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

A.13. Adoption of Resolution #23-24 in Recognition of "Classified School Employee Week 2024" (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #23-24 in recognition of May 19-25, 2024 as "Classified School Employee Week 2024", as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez___, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

A.14. Citizens Bond Oversight Committee Annual Report (Mitchell)

The Assistant Superintendent, Business and Fiscal Services, will introduce Ms. Lisa Latimer, Citizens Bond Oversight Committee member, who will present the Citizens Bond Oversight Committee's seventh annual report to the Board of Trustees as per Proposition 39 requirements.

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos por cada ponente)

Members of the public may address the Board on any matter within the Board's jurisdiction at this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised.

The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

Los miembros del público podrán dirigirse a la Mesa Directiva sobre cualquier asunto que corresponda a la jurisdicción de la Mesa Directiva en este periodo o cuando este punto figure en el orden del día y sea analizado. Los comentarios deben limitarse a tres (3) minutos. Tenga presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

B.2. Conduct Public Hearing - Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project (Mitchell/Miller/CFW)

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, to conduct a Public Hearing Concerning Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project. The approval of Resolution No. 23-22 will be presented during the action section of the meeting.

Section C: CONSENT AGENDA

(All matters specified as Consent Agenda are considered by the Board to be routine and will be acted upon in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items be discussed and/or removed from the Consent Agenda.)

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

It is recommended that the Board approve the following consent agenda items:

C.1. Setting of Date for Public Hearing-Oxnard School District 2024-2025 Local Control Accountability Plan (Fox)

It is the recommendation of the Assistant Superintendent of Educational Services that the Board of Trustees set the date of June 5, 2024, in the Board Room of the Educational Service Center, for a public hearing on the Oxnard School District 2024-2025 Local Control Accountability Plan (LCAP).

C.2. Enrollment Report (Mitchell)

District enrollment as of April 30, 2024 was 13,536. This is 674 less than the same time last year.

C.3. Purchase Order/Draft Payment Report #23-10 (Mitchell /Franz)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-10 as submitted.

C.4. Setting of Date for Public Hearing – Oxnard School District 2024-2025 Proposed Budget (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services, that the Board of Trustees set the date of Wednesday, June 5, 2024 for a public hearing on the Oxnard School District 2024-2025 Proposed Budget.

C.5. Personnel Actions (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the Personnel Actions, as

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presented.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.6. Approval of Amendment #001 to Agreement #23-188 with MNS Engineers, Inc. to Provide additional Professional Services for the Fremont Middle School Reconstruction (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment #1 to Agreement #23-188 with MNS Engineers, Inc., for additional Survey Services for the Fremont Middle School Reconstruction Project, May 16, 2024 through June 30, 2024, in the amount of \$34,330.00, to be paid out of Master Construct and Implementation Funds.

C.7. Approval of Agreement #23-294 – Josie V. Ramirez (Fox/Ruvalcaba)

It is the recommendation of the Assistant Superintendent of Educational Services and the Manager of Equity, Family, and Community Engagement, that the Board of Trustees approve Agreement #23-294 with Josie V. Ramirez, to provide Polynesian dance performances for the Asian American and Pacific Islander Heritage Celebration at Brekke School on May 21, 2024 and for the All Advisory Groups convening at Frank Academy on May 28, 2024, in the amount of \$1,525.00, to be paid out of Supplemental Concentration Funds.

C.8. Approval of Agreement #23-297, Art of Legohn, LLC (Fox/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-297 with Art of Legohn, LLC, to perform a dance and drum presentation for the opening of OSD's All Advisory Groups Convening at Frank Academy on May 28, 2024, in the amount of \$260.00, to be paid out of Supplemental Concentration Funds.

C.9. Approval of Agreement #23-298 – Mindset Academy by SWEAT III (Fox/Fernandez)

It is the recommendation of the Principal, Elm School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-298 with Mindset Academy by SWEAT III, to facilitate enrichment programs, camp workshops, and provide tools for Elm students and parents on May 30th, June 5th, and June 6th, 2024, in the total amount of \$11,200.00; parent portion to be paid out of Title III (\$1,200.00), student portion to be paid out of Title I (\$10,000.00).

C.10. Approval of Agreement #23-299 – Inlakech Cultural Arts Center (Fox/Ruvalcaba)

It is the recommendation of the Assistant Superintendent of Educational Services and the Manager of Equity, Family, and Community Engagement, that the Board of Trustees approve Agreement #23-299 with Inlakech Cultural Arts Center, to perform three (3) traditional Mexican dance programs at the All-Advisory Groups Convening at Frank Academy on May 28, 2024, in the amount of \$300.00, to be paid out of Supplemental Concentration Funds.

C.11. Approval of Agreement #24-04 – Safe & Civil Schools (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-04 with Safe & Civil Schools, to provide Foundations training focused on implementing Tier 1 structures that support a positive school climate, school safety, reduction of discipline referrals, and increased

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attendance rates, July 1, 2024 through June 30, 2025, in the amount of \$133,200.00, to be paid out of the General Fund.

C.12 Approval of Agreement #24-05 – Biometrics4ALL, Inc. (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-05 with Biometrics4ALL, Inc., to provide an electronic fingerprinting system for the purpose of transmitting non-criminal justice requests for Criminal Offender Records Information (CORI) to the Cal-DOJ and other entities, July 1, 2024 – June 30, 2027, in the amount of \$18,000.00, to be paid out of the General Fund.

C.13. Approval of Agreement #24-06 – PowerSchool Group, LLC (Mitchell)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #24-06 with PowerSchool Group, LLC, to provide professional services in community demographic analysis and enrollment projections for use in budget planning, facilities planning, program planning, staff planning, strategic planning, and school configuration planning, July 1, 2024 through June 30, 2025, in the amount of \$25,748.53, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.14. Ratification of Allocations of Contract Contingency #14 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #14 in Amendment #001 to Construction Services Agreement #17-158, for draws from the various funds that were set up within the GMP according to contract documents. This contingency fund began with a fund balance of \$897,375.00. There have been allocations totaling \$662,668.66, leaving a fund balance of \$234,706.34.

C.15. Ratification of Amendment #1 to Agreement #23-137, STAR of CA, ERA Ed (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #23-137 with STAR of CA/ ERA Ed, to increase the total allocated amount for classroom support and 1:1 behavioral therapists for identified special education and general education students during fiscal year 2023/2024, in the amount of \$1,200,00.00, to be paid out of Special Education Funds.

C.16. Ratification of Amendment #1 to Agreement #23-138 – Every Special Child, LLC (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #23-138 with Every Special Child, LLC, to continue providing supplemental staffing to the Special Education Department through the end of fiscal year 2023-2024, in the amount of \$750,00.00, to be paid out of Special Education Funds.

C.17. Ratification of Agreement #23-283 – History Brought to Life (Fox/Ragan)

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

It is the recommendation of the Assistant Superintendent of Educational Services and the Principal at McKinna School, that the Board of Trustees ratify Agreement #23-283 with History Brought to Life, for providing an assembly on the History of California, April 25, 2024, in the amount of \$830.00, to be paid out of Donation Funds.

C.18. Ratification of Agreement #23-300 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (JB081313) (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education and the Superintendent, that the Board of Trustees ratify Agreement #23-300 with the Ventura County Office of Education, for Special Circumstances Paraeducator Services (SCP's) for Student #JB081313 during the 2023-2024 school year, including Extended School Year, in the amount of \$34,350.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

(Votes of Individual Board Members must be publicly reported.)

D.1. Adoption of Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees adopt Resolution No. 23-22 Authorizing and Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures, as presented during the Public Hearing at this meeting.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

D.2. Acceptance of Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2023 (Mitchell/Núñez)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and Director of Fiscal Services that the Board of Trustees accept the Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2023, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

D.3. Approval of the Oxnard School District (District) and the California School Employees Association (CSEA) Memorandum of Understanding, Agreement (MOU) #24-10 re: “OSD Creates” Contracting Out and #24-11 re: Campus Assistant Increase in Hours (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt the Oxnard School District (District) and the California School Employees Association (CSEA) Memorandum of Understanding, Agreement (MOU) #24-10 re: “OSD Creates” Contracting Out and #24-11 re: Campus Assistant Increase in Hours, as presented. MOU #24-11 has a fiscal impact of \$499,328.00, to be paid out of LCFF Funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

D.4. Approval of the Oxnard School District (District) and Oxnard Educators Association (OEA) Memorandum of Understanding, Agreement #24-07, (MOU) re: One-Time Retirement Incentive for the 2024-25 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve and adopt Agreement #24-07/MOU between OEA and the District, One-Time Retirement Incentive for the 2024-25 School Year, in the amount not to exceed \$19,000.00, to be paid out of the General Fund.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

D.5. Approval of New Classification and Job Functions for Information Technology Manager (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as the recommended annual salary range of \$103,578 to \$123,056 on the Management Salary Schedule for Information Technology Manager, to be paid out of the General Fund. This position will replace the former Director of Network Operations position.

Board Discussion:

Moved:

Seconded:

Vote:

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- May 1, 2024 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

Section F: BOARD POLICIES

(These are presented for discussion or study. Action may be taken at the discretion of the Board.)

F.1. Second Reading and Adoption of BP/AR 3550 Food Service/Child Nutrition Program (Mitchell/Corona)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Child Nutrition that the Board of Trustees adopt the revisions to BP/AR 3550 Food Service/Child Nutrition Program, as presented at Second Reading.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

F.2. Second Reading and Adoption of BP/AR 3551 Food Service Operations/Cafeteria Fund (Mitchell/Corona)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Child Nutrition that the Board of Trustees adopt the revisions to BP/AR 3551 Food Service Operations/Cafeteria Fund at Second Reading, as presented

Board Discussion:

Moved:

Seconded:

Vote:

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

F.3. Second Reading and Adoption of BP/AR 3553 Free and Reduced Price Meals (Mitchell/Corona)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition that the Board of Trustees adopt the revisions to BP/AR 3553 Free and Reduced Price Meals, as presented at Second Reading.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

F.4. Second Reading and Adoption: BP 4119.22/4219.22/4319.22 (Revisions): Dress and Grooming (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to BP 4119.22/4219.22/4319.22: Dress and Grooming, as presented at Second Reading.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

Section G: CONCLUSION

G.1. Superintendent's Report (3 minutes)

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

G.2. Trustees' Announcements (3 minutes each speaker)

The trustees' report is provided for the purpose of making announcements, providing conference and visitation summaries, coordinating meeting dates, identifying board representation on committees, and providing other information of general interest.

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

ROLL CALL VOTE:

Rodriguez___ , Gonzales ___ , Melanephy ____, Madrigal Lopez___, Robles-Solis ___

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, May 10, 2024.

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

May 15, 2024

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 15, 2024

Agenda Section: Section A: Preliminary

Recognition of OSD School Site Spanish Spelling Bee Winners and Participants in the 7th Annual Ventura County Spanish Spelling Bee (Fox)

It is the recommendation of the Assistant Superintendent of Educational Services that the Board of Trustees recognize the following school site Spanish Spelling Bee winners, who also participated in the 7th Annual Ventura County Spanish Spelling Bee held on Saturday, May 4, 2024, at Rio Vista Middle School.

Name	Grade	School
Karla Maldonado	5	Chavez
Heidi Piña Chavez	8	Curren
Nelly Perez	5	Elm
Zoe Dominguez	4	Kamala
Lucina Solano	4	Ramona

FISCAL IMPACT:

None

RECOMMENDATION:

The Assistant Superintendent of Educational Services recommends that the Board of Trustees recognize the school site Spanish Spelling Bee winners, who also participated in the 7th Annual Ventura County Spanish Spelling Bee held on Saturday, May 4, 2024, at Rio Vista Middle School.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 15, 2024

Agenda Section: Section A: Study Session

Mathematics Overview (Fox/Haber)

The Oxnard Mathematics Team will present an overview of the 2023-2024 year. The information presented will cover the different structures that are facilitated, including Lesson Design, 1:1 Coaching, Teacher Content Development, Data Meetings, Building thinking Classrooms, and the Math and Parent Partnership. The team will reveal qualitative and quantitative data to show the impact of their work.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Informational

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section A: Preliminary

Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Assistant Superintendent of Educational Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

The Board will now convene in Closed Session to consider the items listed under Closed Session.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - Case #2023-CUOE015904
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Special Education Managers
 - Principals
 - Assistant Principals

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section A: Preliminary

Report Out of Closed Session

The Board will report on any action taken in Closed Session or take action on any item considered in Closed Session, including expulsion of students.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section A: Preliminary

Adoption and Presentation of Resolution #23-23 National Speech-Language-Hearing Month, May 2024 (DeGenna/Jefferson)

The American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, has recognized the month of May as National Speech-Language-Hearing Month. Speech/Language and Hearing Specialists in our district are recognized for collaborating with Special Education staff, teachers, administrators, and parents. In addition, they are commended for their continuous support of the education of all the children of the Oxnard School District and for their encouragement to promote good Language, Speech, and Hearing skills.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent and the Director of Special Education that the Board of Trustees adopt Resolution #23-23 in recognition of National Speech-Language-Hearing Month, May 2024.

ADDITIONAL MATERIALS:

Attached: [Resolution #23-23 \(1 page\)](#)



RESOLUTION NO. 23-23

**National Speech-Language-Hearing Month
May 2024**

WHEREAS, May is “National Speech-Language-Hearing Month”; and

WHEREAS, throughout this month, the American Speech-Language-Hearing Association, in conjunction with the California Speech Language Hearing Association, will celebrate May as “National Speech-Language-Hearing Month”; and

WHEREAS, the American Speech-Language-Hearing Association is the national professional, scientific, and credentialing association for more than 234,000 audiologists and speech-language specialists; and

WHEREAS, the American Speech-Language-Hearing Association celebrates its 99th anniversary of quality and dedication to the identification, treatment and prevention of communication disorders; and

WHEREAS, every day, Speech/Language specialists in school districts throughout Ventura County work in partnership with teachers, administrators, and parents to support student education and encourage and promote good speech, language and hearing skills;

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of the Oxnard School District joins other community leaders, the American Speech-Language-Hearing Association and the California Speech Language Hearing Association in celebrating the month of May, 2024 as “National Speech-Language-Hearing Month”, and expresses appreciation to all members of the district’s Speech/Language staff for the important services they provide to our students.

Adopted this 15th day of May, 2024.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section A: Preliminary

Adoption of Resolution #23-24 in Recognition of "Classified School Employee Week 2024" (DeGenna)

The Board of Trustees will adopt Resolution #23-24 "Classified School Employee Week", observing the week of May 19-25, 2024 as Classified School Employee Week 2024.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #23-24 in recognition of "Classified School Employee Week 2024", as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution #23-24 \(1 page\)](#)



RESOLUTION NO. 23-24

***Classified School Employee Week
May 19-25, 2024***

WHEREAS, the third full week of May (19th through 25th) has been designated as Classified School Employee Week in California by the California School Employees Association and the California State Legislature.

WHEREAS, classified professionals provide valuable services to the schools and students of the Oxnard School District; and

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of Oxnard School District’s students; and

WHEREAS, classified professionals employed by the Oxnard School District strive for excellence in all areas relative to the educational community; and

WHEREAS, a large group of classified school employees provide transportation services bringing students safely to and from school and other school related activities; and

WHEREAS, our community depends on classified employees to serve students and other staff, often in challenging circumstances and classified employees, with their diverse talents and true dedication, nurture our youth throughout their school years; and

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District hereby recognizes and wishes to honor the contributions of the classified professionals to quality education in the state of California and further declares the week of May 19-25, 2024 as ***Classified School Employee Week*** in the Oxnard School District.

Adopted this 15th day of May, 2024.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 15, 2024

Agenda Section: Section A: Report

Citizens Bond Oversight Committee Annual Report (Mitchell)

The Assistant Superintendent, Business and Fiscal Services, will introduce Ms. Lisa Latimer, Citizens Bond Oversight Committee member, who will present the Citizens Bond Oversight Committee's seventh annual report to the Board of Trustees as per Proposition 39 requirements.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [2023 Citizens Bond Oversight Committee Annual Report \(4 pages\)](#)
[Presentation-2023 Citizens Bond Oversight Annual Report \(9 pages\)](#)

Measure D and Measure I Bond Oversight Committee

2023 Annual Report to the Community



Design Renderings of Ritchen Elementary School Modernization – Arcadis (Formerly IBI Group)

The **Measure D and Measure I Bond Oversight Committee (Committee)** has been established to actively review and report on the expenditure of voter-approved bond proceeds, receive and review copies of annual performance and financial audits, and present an annual written report.

Measure D is a \$142.5 million General Obligation (G.O.) bond authorization approved by voters in November 2016. Measure I is a \$215 million G.O. bond authorization approved by voters in November 2022. All projects are consistent with the project list provided to voters by the District’s Board of Trustees. The District has issued approximately \$182.5 million in Measure D and Measure I bonds, leaving approximately \$175 million in remaining authorization to be issued over time.

This report shares project progress and financial information. On behalf of the Committee, I thank the Oxnard community for their support.

Sincerely,

Alyssa Maria, Chair

Measure D and Measure I Bond Oversight Committee

**Measure D and Measure I
Bond Oversight Committee**

Alyssa Maria, Chair
Community at Large Representative

Gaylaird Christopher, Vice Chair
Senior Citizens Organization Member

Lisa Latimer
Community at Large Representative

Charles McLaughlin
Bona-fide Taxpayers Organization Member

Will Ray Jr.
PTA/Parent Representative

Carlos Sepulveda
Parent/Guardian of Enrolled Child

Vacant
Business Organization Representative

The Committee meets at least quarterly. Each member of the committee is appointed by the District’s Board of Trustees for a two year term of service. Committee minutes and information on bond funded projects are available on the District’s website:

www.oxnardsd.org

Oxnard School District

Dr. Ana DeGenna
Superintendent

Board of Trustees

- Veronica Robles-Solis, President
- Monica Madrigal Lopez, Clerk
- Brian R. Melanephy, Trustee
- MaryAnn Rodriguez, Trustee
- Rose Gonzales, Trustee

Measure D and Measure I Overview

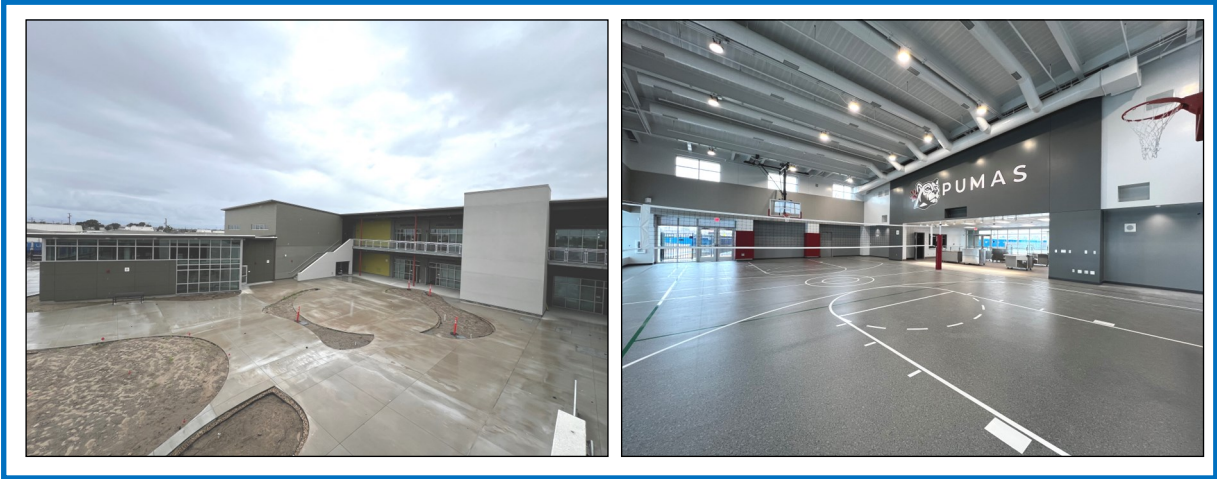
Overview

The District adopted the Enhanced Master Construct Program in June 2022, and further funded the facilities program with the successful passage of Measure I in November 2022. The enhanced Program builds upon the original Master Construct Program commenced in 2012 under Measure R and further expanded with the passage of Measure D in 2016. Funding for the Program continues to include the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants.

The District has adopted specifications for 21st Century Learning Environments to guide the reconfiguration and improvement of its K-5, K-8 and 6-8 school facilities in phases over a 15-year period. The overall goal is to reconstruct older schools, improve or replace support facilities, extend its grade configuration to 4-year-old students, and replace portable classrooms with permanent facilities wherever possible. The following provides an update of projects under way.

Rose Avenue School Reconstruction

New facilities under construction for the Rose Avenue Reconstruction project include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. This project is being constructed in two (2) phases. During the initial phase, the new campus buildings are being built on the existing play fields. The second phase will consist of the demolition of the existing campus and the construction of new play areas and fields. Construction commenced in early November 2021 and is nearing completion. The District is working towards opening the new school facilities in the 2024/25 school year, pending final City approvals.



Rose Avenue Elementary School Construction Progress

Project Progress

Reconstruction of Fremont Middle School

The project includes rebuilding a new middle school facility on the open space portion of the site along H Street, but away from Glenwood, maintaining the operation of the existing facility during construction of the replacement school and replacing it thereafter with improved open and recreational space for school and community use. The reconstructed school includes multi-storied classrooms to serve 750 students, including general purpose classrooms, an academy room, special education rooms, science labs, an art lab, and a band/orchestra room. Teaching support and administrative spaces, and library facilities are also planned. Multipurpose facilities, a lunch shelter, as well as student and staff restrooms would be provided. Parking and student pick up/drop of areas would be provided off North H Street which would become the entrance to the new facility. The project is currently in the design phase.

Modernization of McAuliffe and Ritche Elementary Schools

The modernization of McAuliffe and Ritche Elementary schools includes improvements to existing permanent classrooms, including STEAM, science and piano labs, and upgrades to support spaces to comply with the District's vision and specification for 21st Century facilities. Proposed improvements for permanent classrooms include allowances for improvements to floors, walls and ceilings, plumbing, electrical, furnishings, as well as data and other technology upgrades. Upgrading the libraries into Media Centers is proposed as are improvements to the multipurpose room, the HVAC system and other administrative upgrades. Both projects have received approval from the Division of State Architect (DSA) and California Department of Education (CDE). Construction at Ritche is anticipated to begin in winter of 2025 and in spring of 2025 for McAuliffe. Funding applications have been submitted to the State for both projects and are currently on the State's beyond bond authority list.

New PS/TK/K Facilities at Drifill, Marina West, and Rose Avenue Elementary Schools

The District was awarded grants from the State for the construction of new classrooms for preschool (PS), transitional kindergarten (TK), and kindergarten (K) at Drifill (10 classrooms) and Marina West (10 classrooms). In addition, 3 new and 3 modernized classrooms are planned at Rose Avenue funded from existing funds. Construction at Drifill is underway and is scheduled to be completed in the fall. Construction for the Marina West and Rose Avenue projects are anticipated to start in late fall. The projects are intended to meet educational specifications for TK /K students and to assist in creating Early Childhood Development Centers.

Lemonwood and Marshall K-8 Changing Room Project

During the construction of Lemonwood and Marshall K-8 schools, the District modified the physical education program to be implemented at each of the K-8 schools. It was decided that middle school aged students would dress-out for PE class. This change required a modification to each of these school sites resulting in the adaptation of designed spaces to accommodate changing rooms and storage lockers. The District now desires to provide dedicated modular facilities at each site to better serve the students and PE program. New modular buildings are planned to be placed at each site to include changing rooms, storage lockers, supervision areas and PE offices. Planning activities are underway to select design professionals for the project.

Financial Information

Bond Oversight Committee

2023 Meeting Dates

August 30, 2023

October 16, 2023 (no quorum)

November 2, 2023

Measure D Bond Sales

Total Authorization: \$142.5 million

Series A—\$81 million March 2017

Series B—\$14 million March 2018

Series C—\$11 million December 2020

Remaining Authorization : \$36.5 million

Measure I Bond Sales

Total Authorization: \$215 million

Series A—\$76.5 million March 2023

Remaining Authorization : \$138.5 million

Annual Financial & Performance Audit

The integrity of Measure D funds are audited annually by an independent accounting firm. For fiscal year ending June 30, 2023, the District's auditor was Nigro and Nigro, A Professional Accountancy Corporation. As described in the independent firm's audit report, it is the firm's opinion that the financial statements present fairly, in all material respects, the financial position of the Measure D General Obligation Bond Building Fund as of June 30, 2023, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America. In regards to the performance audit, the firm's opinion was that the District complied with compliance requirements for the Measure D General Obligation Bond proceeds. The Bond Oversight Committee has reviewed the independent auditor's report, and together with their other activities, believe that Measure D funds have been spent in accordance with the language of the voter approved Measure and in a manner consistent with applicable State law.

There were no expenditures for Measure I in the 2022-23 fiscal year, therefore no audit report was required nor done.

Measure D General Obligation Bond Building Fund Statement of Revenues, Expenditures, and Changes in Fund Balance For the Fiscal Year Ended June 30, 2023

MEASURE "D" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT	
<i>Statement of Revenues, Expenditures, and Changes in Fund Balance For the Fiscal Year Ended June 30, 2023</i>	
	<u>Measure "D"</u>
REVENUES	
Interest earnings	\$ 298,133
Net Increase/Decrease in FMV	(17,513)
Other local revenues	77,107
Total Revenues	<u>357,727</u>
EXPENDITURES	
Current:	
Materials and supplies	28,065
Services and other expenditures	160,910
Capital outlay	23,313,385
Total Expenditures	<u>23,502,360</u>
Excess of Revenues over Expenditures	<u>(23,144,633)</u>
OTHER FINANCING SOURCES (USES)	
Proceeds from state bonds	6,040,697
Total Other Financing Sources (Uses)	<u>6,040,697</u>
Net Change in Fund Balance	(17,103,936)
Fund Balance, July 1, 2022	17,410,603
Fund Balance, June 30, 2023	<u>\$ 306,667</u>

***There were no
audit findings
in 2022-23***

Measure D and Measure I Bond Oversight Committee 2023 Annual Report to the Community



Oxnard School District
Board of Trustees Meeting
May 15, 2024

Measure D and Measure I Bond Oversight Committee

Alyssa Maria, Chair, Community at Large Representative

Gaylaird Christopher, Vice Chair, Senior Citizens Organization Member

Lisa Latimer, Community at Large Representative

Charles McLaughlin, Bona-fide Taxpayers Organization Member

Will Ray Jr., PTA/Parent Representative

Carlos Sepulveda, Parent/Guardian of Enrolled Child

Vacant, Business Organization Representative

The Committee has been established to actively review and report on the expenditure of voter-approved bonds, receive and review copies of annual performance and financial audits, and present an annual written report

Annual Report



An Annual Report to the community has been prepared that includes:

- A summary of the Measure D and Measure I bonds and issuance status
- A program status report and review of accomplishments
- A summary of the conclusions provided in the Financial and Performance audits

OXNARD SCHOOL DISTRICT
May 2024

Measure D and Measure I Bond Oversight Committee

2023 Annual Report to the Community



Design Renderings of Ritchen Elementary School Modernization – Arcadis (Formerly IBI Group)

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Measure D is a \$142.5 million General Obligation (G.O.) bond authorization approved by voters in November 2016. Measure I is a \$215 million G.O. bond authorization approved by voters in November 2022. All projects are consistent with the project list provided to voters by the District's Board of Trustees. The District has issued approximately \$182.5 million in Measure D and Measure I bonds, leaving approximately \$175 million in remaining authorization to be issued over time.

This report shares project progress and financial information. On behalf of the Committee, I thank the Oxnard community for their support.

Sincerely,
Alyssa Maria, Chair
Measure D and Measure I Bond Oversight Committee

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The Committee meets at least quarterly. Each member of the committee is appointed by the District's Board of Trustees for a two year term of service. Committee minutes and information on bond funded projects are available on the District's website: www.oxnardsd.org

Oxnard School District
Dr. Ana DeGenna
Superintendent

Board of Trustees
Veronica Robles-Solis, President
Monica Madrigal Lopez, Clerk
Brian R. Melanephy, Trustee
MaryAnn Rodriguez, Trustee
Rose Gonzales, Trustee

About Measure D

Measure D is a \$142.5 million General Obligation bond authorization approved by voters in November 2016

All projects are consistent with the project list provided to voters by the District's Board of Trustees

The District has issued approximately \$106 million in Measure D bonds, leaving approximately \$36.5 in remaining authorization



GO Bond

\$142,500,000

Oxnard

56-72538

Purpose

Acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds.

November 2016

About Measure I

Measure I is a \$215 million General Obligation bond authorization approved by voters in November 2022

All projects are consistent with the project list provided to voters by the District's Board of Trustees

The District has issued approximately \$76.5 million in Measure I bonds, leaving approximately \$138.5 in remaining authorization

The infographic is a vertical rectangle with a light gray border. On the left side, the text "November 2022" is written vertically in a red, sans-serif font. At the top left, there is a red chevron symbol pointing right. To its right, the words "GO Bond" are written in a large, bold, red font. Below this, a horizontal red line separates the title from the amount "\$215,000,000", which is written in a large, bold, black font. Another horizontal red line follows. Below that, the word "Oxnard" is written in a bold, black font, with the number "56-72538" in a smaller, regular black font underneath. A vertical red line is positioned to the left of the "Purpose" section. The word "Purpose" is written in a bold, red font. Below it, the text "Reconstruct older middle schools, modernize and construct elementary classrooms and support facilities, increase teacher and student access to modern classroom technology, and improve student security and safety" is written in a smaller, regular, gray font.

Project Progress

- The Rose Avenue Reconstruction project is nearing completion. The District is working towards opening the new school facilities in the 2024/25 school year, pending final City approvals
- Design is underway for the Reconstruction of Fremont School. The project includes rebuilding new middle school facilities and replacement of the existing school with improved open and recreational space for school and community use
- Construction for the modernization at Ritchen is anticipated to begin in winter of 2025 and in spring of 2025 for the modernization at McAuliffe
- Construction of ten new preschool(PS)/transitional kindergarten (TK)/kindergarten (K) classrooms at Driffill is scheduled to be completed in the fall
- Ten new PS/TK/K classrooms are planned at Marina West and three new and three modernized PS/TK/K classrooms are planned at Rose Avenue to start construction in late fall
- Planning for new changing rooms at Lemonwood and Marshall K-8 is underway

Rose Avenue Construction Progress



Financial and Performance Audit

Measure D and Measure I funds are audited annually by an independent accounting firm

There were no audit findings in 2022-23 pursuant to Measure D expenditures

There were no expenditures for Measure I in the 2022-23 fiscal year, therefore no audit report was required nor done

Measure D General Obligation Bond Building Fund Statement of Revenues, Expenditures, and Changes in Fund Balance

For the Fiscal Year Ended June 30, 2023

MEASURE "D" GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT	
<i>Statement of Revenues, Expenditures, and Changes in Fund Balance For the Fiscal Year Ended June 30, 2023</i>	
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Questions and Answers



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section B: Hearing

Public Comment (3 minutes per speaker)/Comentarios del Público (3 minutos por cada ponente)

Members of the public may address the Board on any matter within the Board's jurisdiction at this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised. The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

Los miembros del público podrán dirigirse a la Mesa Directiva sobre cualquier asunto que corresponda a la jurisdicción de la Mesa Directiva en este periodo o cuando este punto figure en el orden del día y sea analizado. Los comentarios deben limitarse a tres (3) minutos. Tenga presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 15, 2024

Agenda Section: Section B: Hearing

Conduct Public Hearing - Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project (Mitchell/Miller/CFW)

The City of Oxnard has requested an easement and the dedication of certain water utilities (“Easement”) and certain covenants and restrictions relating to certain Storm Water facilities (“Covenant”) in connection with City permits for the Rose Avenue Elementary School (the “Property”).

The Easement consists of a loop around the Property along Driskill to the North of the Property and around the back of the Property connecting two fire hydrants within the Property as directed by the City’s Fire Marshall. The on-site water facilities will connect to the City’s water system at two different connecting points to provide a continuous water supply in a loop throughout the school site. The water facilities were installed by the District in connection with the construction of the school. Since the City can’t isolate the loop, it requires the Easement following the path of the water pipe plus five feet on either side. As part of the Easement, the District agrees not to place any obstacles within the Easement area and to provide access to the Easement to the City. The Easement Deed, attached to the Resolution as Attachment 1, provides that the City may pass on to District any costs incurred by the City to remove any obstacles or encumbrances placed upon or within the Easement by or with the consent of the District, and without the City’s prior written consent. As contemplated by the Education Code, the Easement Deed requires City staff to ensure that any person entering the Property to perform work is accompanied at all times by a City representative who has cleared a background check.

The Covenant, attached to the Resolution as Attachment 2, requires the District to install and main certain on-site storm water quality control measures (the “Measures”) and to provide certain reports and information to the City on an ongoing basis regarding the actions taken by the District in compliance with the Measures to minimize pollutants in the water runoff, all as more specifically described on the Exhibits attached to the Covenant. Through the Covenant, the District also grants the City certain access and other rights to the Property upon a finding of emergency or a finding of lack of compliance by District with the Covenant.

After appropriate public notice as required by the Education Code, commencing with Section 17556, this Board will hold a public hearing upon the question of making the dedication and conveyance of the Right of Way.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, to conduct a Public Hearing Concerning Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project. The approval of Resolution No. 23-22 will be presented during the action section at the same meeting.

ADDITIONAL MATERIALS:

- Attached:** [Notice of Public Hearing \(1 page\)](#)
- [Form of Easement Deed \(6 pages\)](#)
- [Form of Covenant & Deed Restriction \(42 pages\)](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street ♦ Oxnard, California 93030 ♦ 805/385-1501 ♦ www.oxnardsd.org

PUBLIC HEARING NOTICE

OXNARD SCHOOL DISTRICT CONSIDERATION OF GRANT OF EASEMENT FOR WATER FACILITIES AND COVENANT FOR STORM WATER MEASURES

NOTICE IS HEREBY GIVEN THAT THE Board of Trustees of the Oxnard School District, Oxnard, California, will hold a public hearing at a regular meeting of the Board of Trustees on May 15, 2024 at 7:00 p.m., or as soon thereafter as these matters may be heard, to consider conveyance of an Easement Deed and a Covenant for Storm Water Measures to the City of Oxnard. The location of this Board Meeting will be the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

The Oxnard School District has applied to the City of Oxnard to permit certain necessary connections to the City's water and storm water systems for the Rose Avenue Elementary School. The City has informed the District that it will only allow the connections if the District grants and conveys to the City an easement concerning certain water facilities and a covenant concerning certain storm water runoff measures. After the Public Hearing, the Board will consider adopting a Resolution Approving the Conveyance of an Easement and Covenant to the City of Oxnard.

The Board adopted the following resolution declaring its intention to convey an easement and covenant at the public meeting held by the Board on Wednesday, May 15, 2024:

RESOLUTION NO. 23-20; RESOLUTION OF THE BOARD OF TRUSTEES OF OXNARD SCHOOL DISTRICT DECLARING ITS INTENT TO GRANT AND CONVEY AND DEDICATE TO THE CITY OF OXNARD A WATER UTILITY EASEMENT, TOGETHER WITH CERTAIN INSTALLED WATER FACILITIES CONSTRUCTED BY DISTRICT THEREIN, TO GRANT CERTAIN RELATED INGRESS AND EGRESS RIGHTS, AND TO MAKE CERTAIN COVENANTS AND GRANT TO THE CITY CERTAIN RIGHTS CONCERNING THE IMPLEMENTATION AND MAINTENANCE OF CERTAIN STORMWATER FACILITIES

All members of the public may submit comments to the Board for the public hearing prior to the meeting. Questions and/or comments should be directed to Valerie Mitchell, Assistant Superintendent of Business and Fiscal Services at (805) 385-1501, ext. 2401 or delivered to the District's administrative office located at 1051 South A Street, Oxnard, CA 93030.

RECORDING REQUESTED BY:

City of Oxnard
Request recording without fee. Record for the benefit of City of Oxnard pursuant to Sections 6103 and 27383 of Government code. No documentary transfer tax pursuant to R&T Code Section 11922

WHEN RECORDED, MAIL DOCUMENT TO:

Oxnard City Clerk’s Office
300 West Third Street, 4th Floor
Oxnard, CA 93030

APN: 216-0-181-025

SPACE ABOVE THIS LINE FOR RECORDER’S USE ONLY

MAIL TAX STATEMENTS TO: N/A

**EASEMENT DEED
(Waterline Easement)**

OXNARD SCHOOL DISTRICT (hereinafter referred to as “Grantor” or “District”), does hereby grant to THE CITY OF OXNARD, its successors and assigns (hereinafter referred to as “Grantee” or “City”), a **Waterline Easement** in, on, over and across a 15 (15.00) foot wide strip of land (the “Easement Area”) lying within that certain real property of the Grantor, situated in the City of Oxnard, County of Ventura, State of California, generally known as the Rose Avenue Elementary School (“School Site”) and described as follows:

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O’ La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled “Thomas A. Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.”, more particularity described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County.

The Easement Area is more particularly described on Exhibit “A” and depicted on Exhibit “B” both attached hereto and by this reference made a part hereof. This Waterline Easement, together with the rights of ingress and egress to and from the Easement Area, are granted by District for Grantee to survey, install, construct, reconstruct, enlarge, lay, alter, operate, inspect, remove, relocate, replace, and maintain water pipelines and facilities, including any appurtenant fixtures and/or equipment required for the waterlines (collectively, the “Public Facilities”). This dedication includes the Grantee Facilities within the Easement Area constructed by District for the purpose stated above,. Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area without the prior written approval of the City.

City shall have free access to the Easement Area and Grantee Facilities, and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however that City shall comply with the following:

1. Grantee will ensure that all persons accessing the Easement Area under Grantee’s authority hereunder will be accompanied by a City employee. All City employees have passed background checks and will remain and supervise any non-city employee or City contractor that may be required to work on the easement facilities;

2. When an emergency situation arises, a non-city employee or City contractor may enter the easement area when directed or requested by the City or District for purposes of abating the emergency situation. District and City agree to cooperate regarding access required for an emergency situation; and
3. Grantee will conduct any activities at the Easement Area with due regard for the safety of students and school personnel ; and
4. IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed by its officers thereunto duly authorized, this _____ day of _____, 20____.

Grantor
OXNARD UNIFIED SCHOOL DISTRICT

By _____

Name _____

Its _____

Grantee
CITY OF OXNARD

By _____

Name _____

Its _____

NOTARY ACKNOWLEDGEMENT REQUIRED

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

DRAFT

**WATERLINE EASEMENT
OXNARD SCHOOL DISTRICT TO
CITY OF OXNARD**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF SAID DOCUMENT.

State of _____

County of _____

On _____, 20__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person or entity on behalf of which the signatory acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from the OXNARD SCHOOL DISTRICT, a public school district organized under the laws of the State of California, the Grantor under the Waterline Easement to which this Certificate is attached, to the CITY OF OXNARD, a California governmental agency, as the Grantee under the Waterline Easement to which this Certificate is attached, is hereby accepted by order of the City Council, and the Grantee consents to recordation thereof by its duly authorized officer. This Certificate of Acceptance is executed in accordance with the requirements of the California Government Code section 27281.

CITY OF OXNARD

By: _____

Its: _____

Dated: _____

R313694.02
2-27-2023
REVISED
3-07-2023

EXHIBIT "A" LEGAL DESCRIPTION

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled "Thomas A. Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.", more particularly being a portion of the land described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County, described in parcels as follows:

Parcel 1:

Being a strip of land, 15.00 feet in width, the centerline of said strip of land being described as follows:

Commencing at the intersection of the Northerly right of way line of La Puerta Avenue, 50.00 feet wide, and the Easterly right of way line of Driskill Street, 60.00 feet wide, as shown on Record of Survey, filed in Book 61, Page 81, of Records of Survey in said office of the County Recorder; thence along said Easterly right of way line North 00°00'30" East 193.26 feet to the TRUE POINT OF BEGINNING; thence leaving said Easterly right of way line South 89°59'30" East 34.71 feet to a point hereinafter referred to as Point "A"; thence continuing South 89°59'30" East 24.10 feet; thence North 45°00'30" East 13.05 feet.

The sidelines of said strip of land to be lengthened or shortened so as to originate in said Easterly right of way line of Driskill Street.

Containing an area of 1,078 square feet, more or less.

Parcel 2:

Being a strip of land, 15.00 feet in width, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described hereinabove; thence North 00°00'00" East 215.80 feet; thence North 90°00'00" East 75.45 feet; thence South 44°59'36" East 35.29 feet; thence North 90°00'00" East 190.90 feet to a point hereinafter referred to as Point "B"; thence continuing North 90°00'00" East 82.54 feet; thence South 00°00'00" East 329.39 feet; thence South 89°59'36" East 28.56 feet; thence South 00°00'24" West 7.93 feet to said Northerly right of way line of La Puerta Avenue.

Excepting therefrom that portion lying with said Parcel 1.

The sidelines of said strip of land to be lengthened or shortened so as to terminate in said Northerly right of way line of La Puerta Avenue.

Containing an area of 14,289 square feet, more or less.

Parcel 3:

Being a strip of land, 15.00 feet in width, the centerline of said strip of land being described as follows:

Beginning at Point "B" as described hereinabove; thence South 00°00'00" East 55.69 feet.

Excepting therefrom that portion lying with said Parcel 2.

Containing an area of 723 square feet, more or less.

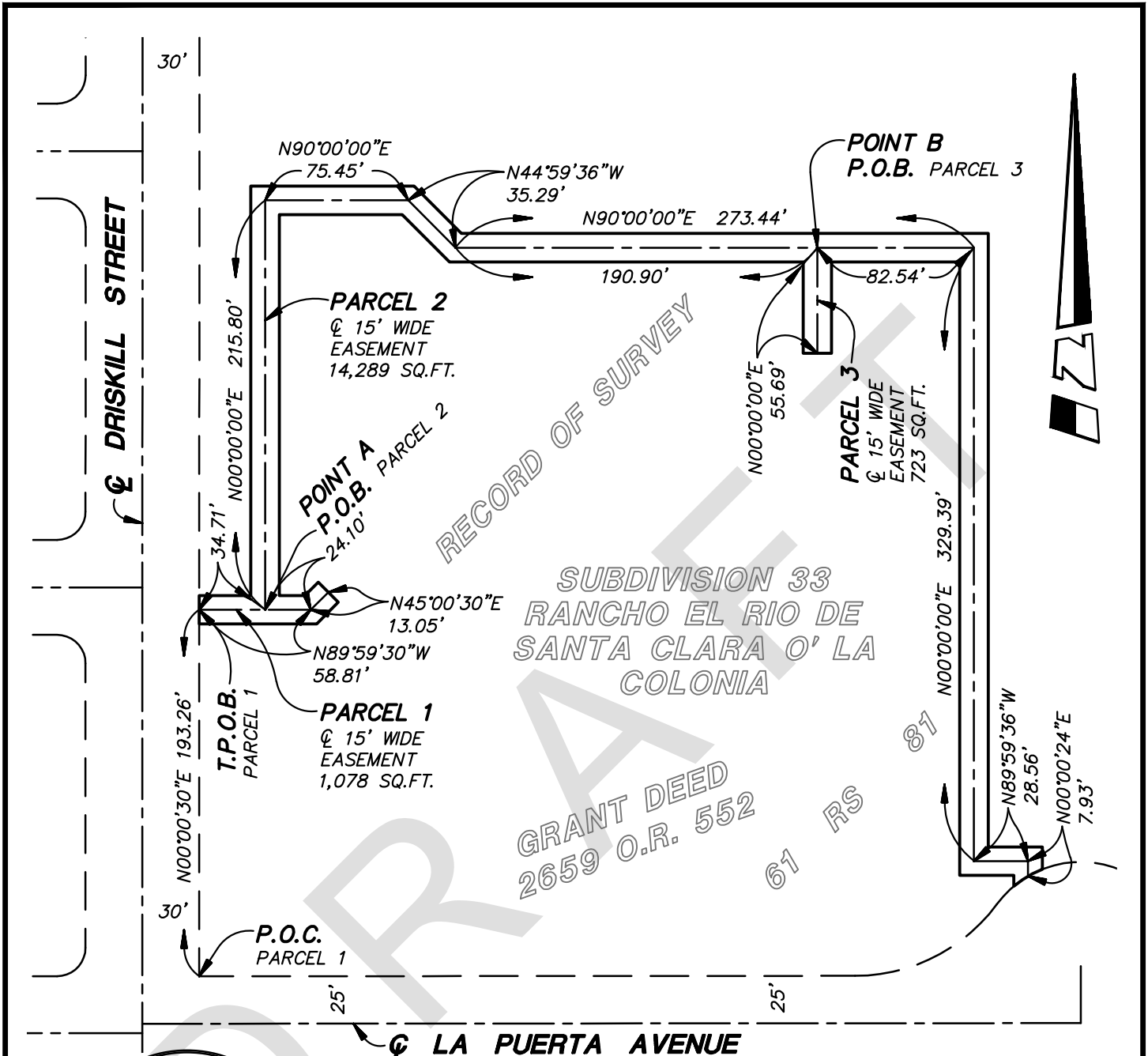
Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey

DAVID W. MACKEY, PLS 8912





REVISED: 3/7/2023

HUITT - ZOLLARS
 Huitt-Zollars, Inc. Irvine
 2603 Main Street, Suite 400, Irvine, CA 92614
 Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY
David W. Mackey 3/7/2023

SKETCH TO ACCOMPANY
 A LEGAL DESCRIPTION

EXHIBIT 'B'
WATERLINE
EASEMENT

SCALE	1"=80'
DRAWN BY	DWM
DATE	2/27/2023
JOB NO.	R313694.02

RECORDING REQUESTED BY:
City of Oxnard
Request recording without fee. Record
for benefit of City of Oxnard pursuant
to Section 6103 of Government Code

WHEN RECORDED MAIL TO:
Oxnard City Clerk's Office
300 West Third Street, 4th Floor
Oxnard, California 93030

APN(s):

**Covenant & Deed Restriction
For Storm Water Quality Control Measures
Maintenance and Access**

THIS DECLARATION OF RESTRICTIVE COVENANT & DEED RESTRICTION
is executed by _____

Oxnard School District ("District" or _____ ("DECLARANT"),
this ____ day of _____ 20____, in favor of the CITY OF OXNARD, a municipal
corporation ("CITY"), located in the County of Ventura, State of California;

WHEREAS, DECLARANT owns real property ("Property") in the City of Oxnard,
County of Ventura, State of California, (APN(s) 216-0-181-025)
more specifically described in Exhibit "A", which exhibit is attached hereto and incorporated
herein by this reference; and

WHEREAS, Planning and Zoning Permit(s) NP 21-05 ("Project")
approved on the Property require(s) implementation and continual maintenance of on-site storm
water quality control measures to minimize pollutants in urban runoff; and

WHEREAS, DECLARANT has chosen to install, operate, and maintain the storm water
quality control measures depicted in the Site Map (Exhibit "B") in accordance with the
Operations and Maintenance Plan (Exhibit "C"), which exhibits are attached hereto and
incorporated herein by this reference, hereinafter referred to as "the Control Measures", as the
Project on-site storm water quality control measures to minimize pollutants in urban runoff.
Installation of the Control Measures is more particularly shown on City of Oxnard Drawing
Number 21-26A; and

WHEREAS, Project conditions of approval obligate DECLARANT to maintain the
Control Measures; and

WHEREAS, the Control Measures have been (or will be) installed in accordance with
plans and specifications accepted by CITY; and

WHEREAS, the Control Measures, having been (or to be) installed on private property
and draining only private property, are private facilities with all inspection, maintenance or
replacement therefore being the sole responsibility of DECLARANT in accordance with the
terms of this Covenant; and

WHEREAS, DECLARANT is aware that periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of the Control Measures and that, furthermore, such maintenance activities will require compliance with all Local, State, and Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs.

NOW, THEREFORE, DECLARANT covenants as follows:

1. DECLARANT hereby provides CITY or CITY'S designee complete access, of any duration, to the Control Measures and their immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by CITY'S Director of Public Works ("Director") no advance notice, for the purpose of inspection, sampling, and/or testing of the Control Measures, and in case of emergency, to undertake all necessary repairs or other preventative measures at DECLARANT'S expense as provided in paragraph 3 below. CITY shall make reasonable efforts to minimize or avoid interference with DECLARANT'S use of Property.
2. DECLARANT shall use its best efforts to diligently maintain the Control Measures in a manner assuring peak performance at all times. DECLARANT agrees that the minimum periodic maintenance to be performed by DECLARANT to minimize pollutants in runoff from Property is specified within Exhibit "C". DECLARANT acknowledges that significantly more maintenance may be required to assure peak performance as is required by this Covenant. DECLARANT and DECLARANT'S representative or contractor shall exercise all reasonable precautions during removal and extraction of material(s) from the Control Measures and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by CITY, DECLARANT shall provide CITY with documentation identifying the material(s) removed, the quantity, and disposal destination. DECLARANT shall maintain records of all maintenance performed on the Control Measures for a minimum of five (5) years. Developer shall provide CITY with an annual report demonstrating proper maintenance and operation of Control Measures.
3. In the event DECLARANT, or its successors or assigns, in the opinion of Director, fails to accomplish the necessary maintenance contemplated by this Covenant, then following written notice to DECLARANT and after a reasonable period within which to cure (of not more than seven (7) days), Director is hereby authorized by DECLARANT to cause any necessary maintenance to be done and charge the entire cost and expense to the DECLARANT or DECLARANT'S successors or assigns, including administrative costs, attorney's fees and interest thereon at the maximum rate authorized by the Civil Code from the date of the notice of expense until paid in full.
4. In event of legal action occasioned by any default or action of DECLARANT, DECLARANT agree(s) to pay all costs incurred by CITY in enforcing the terms of this Covenant, including reasonable attorney's fees and costs, and that CITY may record such costs (including costs incurred under item 3 above) as a special assessment against Property or as a lien on Property if DECLARANT fails to pay such costs within 30 days of CITY providing DECLARANT with an invoice detailing such costs.
5. CITY may require DECLARANT to post security in a form and for a time period satisfactory to CITY to guarantee the performance of the obligations stated herein. Should

DECLARANT fail to perform the obligations under the Covenant, CITY may, in the case of a cash bond, act for DECLARANT using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of this Covenant. As an additional remedy, Director may withdraw any previous storm water related approval with respect to the property on which the Control Measures have been installed until such time as DECLARANT pays to CITY its reasonable costs incurred in accordance with paragraphs 3 and 4 above.

6. This Covenant shall be recorded in the Office of the Recorder of Ventura County, California and shall constitute notice to all successors and assigns of the title to Property of the obligation herein set forth, and shall also constitute a lien in such amount as will fully reimburse CITY, including interest as herein above set forth, subject to foreclosure in event of default in payment.
7. DECLARANT agrees to indemnify, defend and hold harmless CITY and its officers, agents, employees and other authorized representatives from any and all liability, claims, demands, damages (whether contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, which result or are claimed to have resulted directly or indirectly from the wrongful or negligent acts, errors or omissions of DECLARANT or any of its employees, agents, or contractors in fulfilling DECLARANT'S obligations provided for in this Covenant, except in cases of sole negligence on the part of CITY or its officers, agents, employees or subcontractors.
8. The obligations herein undertaken by DECLARANT shall be deemed to be covenants running with Property and shall be binding upon the heirs, successors, executors, administrators and assigns of DECLARANT. The term "DECLARANT" shall include not only the present DECLARANT, but also DECLARANT'S heirs, successors, executors, administrators, and assigns. DECLARANT shall notify any successor to title of all or part of Property of the existence of this Covenant. DECLARANT shall provide such notice prior to such successor obtaining an interest in all or part of Property. DECLARANT shall provide a copy of such notice to CITY at the same time such notice is provided to the successor.
9. Time is of the essence in the performance of this Covenant and Deed Restriction.
10. Any notice to a party required or called for in this Covenant and Deed Restriction shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

If to CITY:

City of Oxnard

Development Services Dept.

Attn: Development Services Manager

214 S. C Street

Oxnard, CA 93030

If to DECLARANT:

Oxnard School District

Superintendent's Office

1051 South A Street

Oxnard, CA 93030

IN WITNESS THEREOF, DECLARANT has executed this Restrictive Covenant and Deed Restriction as of the date first written above.

DECLARANT:

DECLARANT:

Entity: _____

Entity: _____

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

NOTARY ACKNOWLEDGEMENT REQUIRED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Seal

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Seal

Signature _____

DR A F

R313694.02

6-7-2022

EXHIBIT "A" LEGAL DESCRIPTION

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled "Thomas A.Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.", more particularity being all of the land described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey

DAVID W. MACKEY, PLS 8912



SANTA LUCIA AVENUE

**TRACT NO. 1363-2
33 M.R. 8-11 (MAPS)**

TRACT NO. 1615-2

HAAZ WAY

GAUCHO WAY

FERRARA WAY

**SUBDIVISION 33
RANCHO EL RIO DE
SANTA CLARA O' LA
COLONIA**

**GRANT DEED
2659 O.R. 552**

DRISKILL STREET

51 M.R. 76-77 (MAPS)

LA PUERTA AVENUE

**TRACT 4884
125 M.R. 034 (MAPS)**



HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

David W. Mackey

6/7/2022

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

**STORM WATER
COVENANT**

SCALE 1"=150'

DRAWN BY DWM

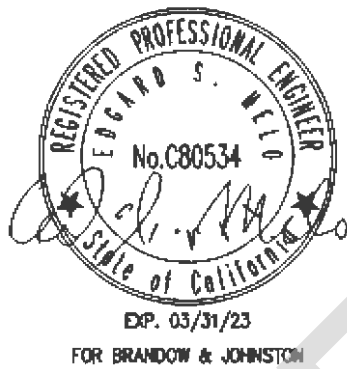
DATE 6/7/2022

JOB NO. R313694.02

Reconstruction of Rose Avenue K-5 School 220 S. Driskill St Oxnard, CA 93030

Exhibit "C"

Storm Water Quality
Operation and Maintenance Plan
February 15, 2023



Prepared for:
Oxnard School District
Rose Avenue K-5 School
220 S Driskill St
Oxnard, CA 93030

Project Architect:
IBI Group
4119 Broad Street, Suite 210
San Luis Obispo, CA 93401
Tel: (805) 546-0433

Prepared by:
Ed Melo, P.E.
Brandow & Johnston
700 South Flower St, Suite 1800
Los Angeles, CA 90017
Tel: (213) 596-4500

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Site 1 - Introduction

Oxnard School District has retained IBI Group and Brandow & Johnston to provide Architectural Engineering services for the reconstruction of Rose Avenue K-5 School at 220 S. Driskill St, Oxnard, CA 93030.

The school currently resides at a developed 9.3-acre lot. There are currently 11 one-story buildings, 3 asphalt parking lots, an asphalt playground and a grass playfield. Residential homes to the north, west, and south and the Rice Road Drain to the east surround the school. The school lies within the Rice Road Drain Watershed Boundary. The existing site generally sheet flows southeasterly towards La Puerta Ave, which has a catch basin at the end of the cul-de-sac. There are also various existing catch basins that are connected to an onsite storm drain system. The existing on-site sheet flow and storm drain discharge into an RCP pipe within the Rice Road Drain.

All 9.3 acres of the school property will be redeveloped. The proposed project will include the construction of five new buildings, site hardscape, asphalt parking lot, asphalt playground, asphalt dropoff area, and playfields. The post-developed site drainage pattern will be similar to the existing drainage pattern. Storm water on hardscape will sheet flow and will be collected at various catch basins with filter inserts that discharge into the on-site storm drain. The proposed landscaped playfields will have subdrains with filter fabric that will connect to the site storm drain. Majority of the playfields will discharge into the on-site infiltration system while a small portion will discharge into an offsite parkway drain. Each new building will have downspouts that convey roof storm water to the on-site storm drain. The storm drain will discharge into an on-site infiltration system that will treat the runoff and limit the discharge leaving the site.

Excess water from the infiltration system will overflow into the existing 30" RCP storm drain main on La Puerta Avenue. This will require a new lateral and connection to the existing public storm drain main.

There are no planning and zoning permits for this project as the private property is being reviewed by District of State Architect (DSA). The public improvements are being reviewed under City of Oxnard Drawing No. 21-26A & Application #21-3856.

Potential Pollutant Sources

The following are identified as potential sources of pollutants for this project:

- Oil & Grease – The campus is surrounded by various driveways, each of which will collect oil and grease from vehicle traffic passing over them. Additionally, the campus will have various parking lots that can accumulate oil and grease.
- Suspendable Solids – Rooftop areas and parking areas are susceptible to collecting dust and silt from wind and rain events. Additionally, landscaping activities on-site have the potential to wash silt and other suspendable solids into roadways and subsequent drainage conveyances. There are no on-site industrial uses that pose a

significant source for metals to be of notable concern.

- Metals – Contact with vehicles, playground equipment, and other metal objects may create potential for metals to be collected by on-site drainage conveyances. There are no on-site industrial uses that pose a significant source for metals to be of notable concern.
- Gasoline – As discussed above, the lots are surrounded by driveways and vehicle traffic entering and existing the site, which increases the potential for gasoline contact (from vehicle leakage or spills). Landscaping uses (mowers, trimmers) and small vehicle use that are fueled by small gasoline containers also pose added risk for gasoline spills.
- Pesticides – Pesticide potential sources include landscape areas. As the project site contains several landscape areas, this is anticipated to be a notable concern.
- Pathogens – Pathogen sources on-site are limited to wildlife waste products. Limited bird/other animal waste are anticipated to be the largest potential, which will likely be largely mitigated by continuing landscape services that remove waste prior to being washed into drainage conveyances.
- Nutrients – Fertilizer that may be applied to landscaped areas as well as potential soil additives (i.e. peat) to landscaped areas provide minimal potential for nutrients to enter storm water conveyances.
- Trash and Litter – On-site trash will be collected and stored within individual units (trash enclosures) providing roof and wall structures to prevent water and wind from carrying trash. That said, some risk remains for trash and litter to be collected in storm water conveyances, mainly resulting from potential litter.
- Pool Chlorine/Backwash – The site does not currently include pool area; thus, these pollutants will not be encountered.

Proposed BMP Treatment Devices

This project proposed to treat and infiltrate the Stormwater Quality Design Volume (SQDV) under the terms of the 2011 Ventura County Technical Guidance Manual (TGM). The infiltration parameters for the project are provided by Report of Percolation Testing Project No. 30-1393T by CTE Inc.

See Attachment B for BMP treatment device type and location. The following table outlines the LID implementation for this project:

LID	Description/Function	Implementation	Used (Yes/No, if No, reason why)
Tree Preservation and Planting	Reduce runoff volumes and improve water quality. Leaf canopies intercept and hold large quantities of rainwater and root systems create voids in the soil that facilitate infiltration	Considered for use wherever feasible.	Yes – Trees will be planted throughout the site per the landscaping plan.
Structural Soils	Artificial growing medium that serves the multiple functions of encouraging root growth, satisfying pavement design, and increasing storm water holding capacity	Considered for use wherever feasible.	No – Infiltration is proposed as primary treatment and on-site soils exhibit good percolation rates
Bio-retention	Engineered storm water solutions that mimic the natural hydrological cycle and rely on biological and chemical processes that occur in nature to treat storm water.	Considered for use wherever feasible.	No – Due to constraints of site layout, bioretention is not feasible, however, LID requirements are met for the project through infiltration
Bio-Filtration	Filter strips/planters and vegetated swales, which filter runoff through soils and plant material to remove suspended sediments.	Considered for use wherever feasible.	No – Due to constraints of site layout, biofiltration is not feasible, however, LID requirements are met for the project through infiltration
Infiltration	Slow and filter runoff, thereby improving the water quality and reducing the volume of runoff leaving a site.	Considered for use wherever feasible.	Yes – There is one proposed infiltration system (Stormtech Chambers) to meet storm water quality requirements per the 2011 Technical Guidance Manual
Permeable Pavement	Facilitate infiltration by allowing storm water to soak through voids in the pavement into an underlying detention basin, gravel pit, or other	Considered for use for surface parking lots, enhanced pedestrian crossings, parks, and landscaped corridors wherever feasible.	No – Permeable pavement is not needed as site infiltration is obtained through proposed infiltration system.

	filtration media.		
Mechanical Filtration	Proprietary devices used to filter everything from trash to metals and organic compounds.	Considered only after other non-proprietary devices approved under the 2011 Technical Guidance Manual have been rejected.	Yes – Catch Basin filter inserts will be implemented to provide pre-treatment and trash capture prior to the primary infiltration device.
Subsurface Detention	Underground storm water detention systems used beneath parking lots and other appropriate areas to capture and store surface runoff and release it at pre-development flow rates.	Used when necessary to achieve acceptable off-site drainage flow rates.	Yes – This is provided with the underground Stormtech System to reduce the total flow leaving the site during a 100-year storm

To comply with Ventura County stormwater management standards, the methodology presented in the Ventura County Technical Guidance Manual for Stormwater Quality Control Measures, dated June 29, 2018, will be implemented. This project will implement an underground Stormtech Infiltration Structure BMP to treat the required Stormwater Quality Design Volume (SQDV). The Stormtech structure includes isolator rows that provides pre-treatment for the entirety of the system. The pre-treatment was sized for the 85th (2-year return period) percentile storm flow rate of 9.40 cfs. The two isolator rows plus additional chamber for this system will provide a total of 9.40 cfs of treatment.

Additionally, Flexstorm inserts will be installed at each on-site catch basin. This will provide full trash capture and 80% TSS removal of 50-micron particles per California State Water Board requirements.

The proposed BMP will be sized to capture and treat the entirety of the project area including impervious and pervious areas. The SQDV is 12,700 CF and was calculated from a 0.75-inch storm event. The system will fill up and infiltrate the design volume within 96 hours. The SQDV infiltrates in 29 hours, which meets the requirements. The proposed infiltration BMP has a capacity of 14,057 CF. The total capacity of the BMP exceeds the SQDV and therefore complies with the Stormwater Quality requirements.

Responsible Parties

The person(s) responsible for operation and maintenance of Storm Water Quality Control Measures are listed as follows:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514

Section 2 – Site Map

The project Site Map is contained in Attachment A.

Section 3 – Site Control Measure Descriptions & O/M Requirements

The project Site Control Measure Descriptions and Operational/Maintenance Requirements are contained in Attachment C. The project BMP Treatment Devices Exhibit is contained in Attachment B.

Section 4 – Spill Plan

In the event that a hazardous material, such as oil or gasoline, should spill on-site, the following procedures should be taken:

1. Contact the site representative, Dana Miller, at (805) 385-1514, and/or, the City of Oxnard at (805) 488-3517.
2. As appropriate for the site, provide emergency containment and cleaning procedures. Once the source of the spill has been contained, emergency cleaning procedures for each Site Control Measure should be initiated based on cleaning guidelines outline in Section 3 – Site Control Measure Description & O/M Requirements.
3. Follow the emergency sampling procedure for spills below.

Emergency Sampling Procedures for Spills

Samples of discharge shall be collected in the area drain immediately downstream of the spill. If not feasible, samples should be taken directly at the catch basin at the end of the Cul-de-sac on La Puerta Avenue. All campus discharge is routed to this catch basin then the Rice Road Drain to the east. This catch basin is accessible through manhole. Grab samples shall be collected and preserved for testing. To maintain sample integrity and prevent cross contamination, sample collection personnel shall follow the following protocols:

- Collect samples (for laboratory analysis) only in analytical laboratory-provided sample containers;
- Wear clean, powder-free nitrile gloves when collecting samples;
- Change gloves whenever something not known to be clean has been touched;
- Decontaminate all equipment (e.g. bucket, tubing) prior to sample collection using a trisodium phosphate water wash, distilled water rinse, and final rinse with distilled water;
- Do not smoke during sampling events;
- Never sample near running vehicle;
- Do not eat or drink during sample collection; and
- Do not breathe, sneeze, or cough in the direction of an open sample container.

The most important aspect of grab sampling is to collect a sample that represents the entire runoff stream. Typically samples are collected by dipping the collection container in the runoff flow paths and streams as noted below.

- Avoid collecting samples from ponded, sluggish, or stagnant water.
- Avoid collecting samples directly downstream from a bridge as the samples can be affected by the bridge structure or runoff from the road surface.

Samples for laboratory analysis must be handled as follows. Immediately following sample collection:

- Complete sample container labels;
- Sealed containers in a re-sealable storage bag;
- Place sample containers into an ice-chilled cooler; and
- Document sample information.

All samples for laboratory analysis must be maintained between 0-6 Celsius during delivery to the laboratory. Samples must be kept on ice, or refrigerated, from sample collection through delivery to the laboratory. Place samples to be shipped inside coolers with ice within the timeframe required by the treating procedure. Make sure the sample bottles are well packaged to prevent breakage and secure cooler lids with packaging tape.

Section 5 – Facility Changes

Operational or facility changes which significantly affect the character or quality of pollutants discharging into the storm water management control measures will require modifications to the Maintenance Plan and/or additional storm water control measures.

Section 6 – Training

It is the owner's responsibility, as defined in Section 1, to identify appropriate persons to be trained and to assure proper training takes place. Training to include the following:

- Good housekeeping procedures defined in the plan.
- Proper maintenance of all pollution mitigation devices.
- Identification and cleanup procedures for spills and overflows.
- Large-scale spill or hazardous material response.
- Safety concerns when maintaining devices and cleaning spills.

Section 7 – Basic Inspection and Maintenance Activities

The Basic Inspection and Maintenance Activities Table is contained in Attachment D

Section 8 – Revisions of Pollution Mitigation Measures

If future correction or modification of past storm water management control measures or procedures is required, the owner shall obtain approval from the governing storm water agency prior to commencing any work. Corrective measures or modifications shall not cause discharges to bypass or otherwise impede existing storm water control measures.

Section 9 – Monitoring & Reporting Program

The owner shall provide an annual report demonstrating proper maintenance and operation of project Control Measures. The annual report shall, at a minimum, comply with the requirements of Part 4, Section E.IV.2(d) of the MS4 permit. Annual reports shall be transmitted to:

City of Oxnard Stormwater Program
Attn: Technical Services Manager
6001 Perkins Road
Oxnard, CA 93033

Additional monitoring and reporting requirements may be required by the city.

Attachments

Attachment A – Site Map

Attachment B – BMP Treatment Devices Exhibit

Attachment C – Site Control Measure Descriptions and Operational/Maintenance Requirements

Attachment D – Basic Inspection and Maintenance Activities Table

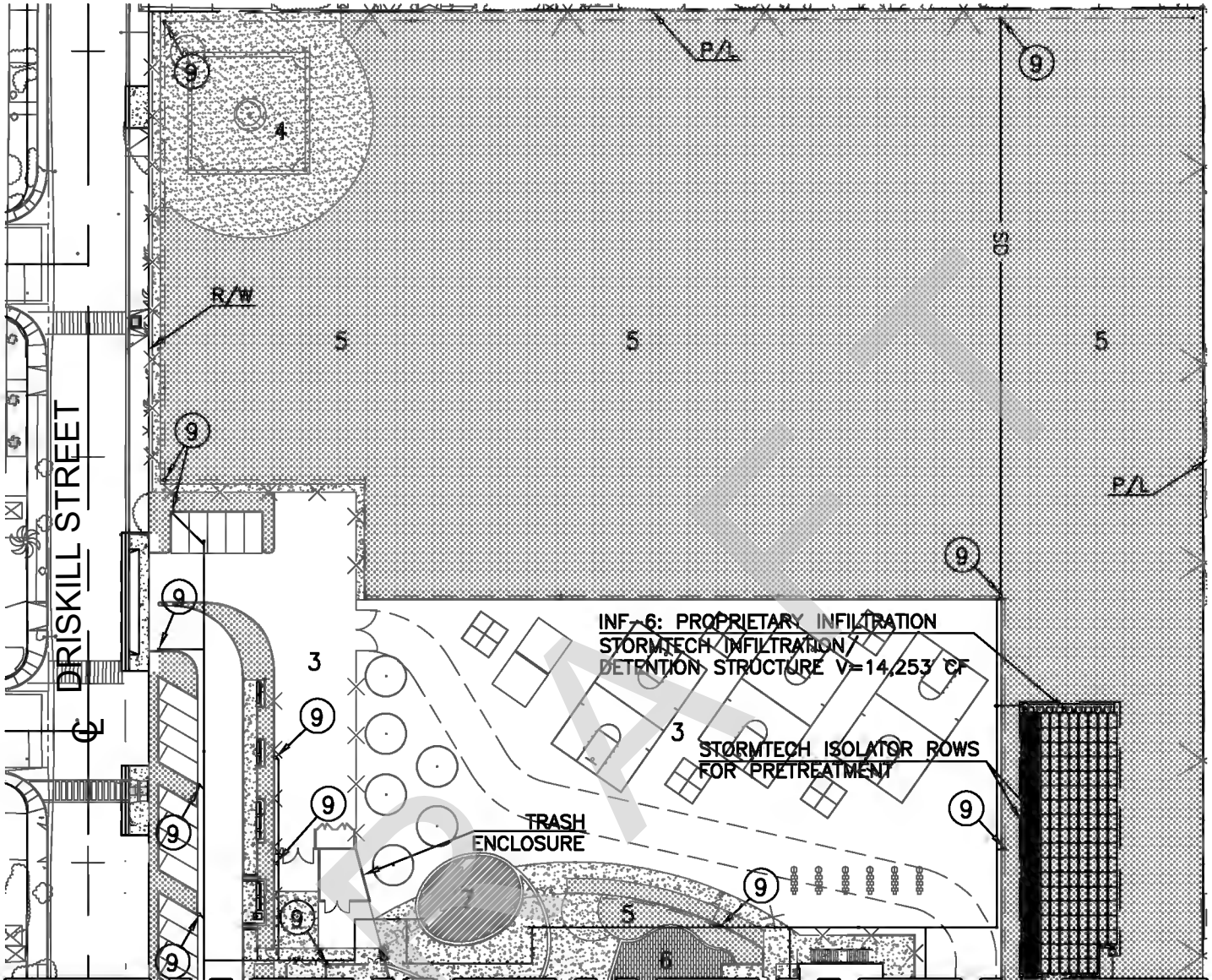
Attachment E – Manufacturer O&M Manuals

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Attachment A




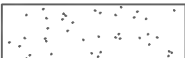


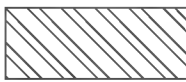

SITE MAP

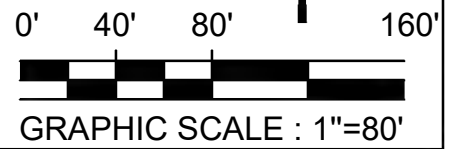
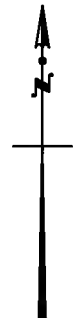
SHEET 1 OF 2



MATCHLINE - SEE SHEET 2

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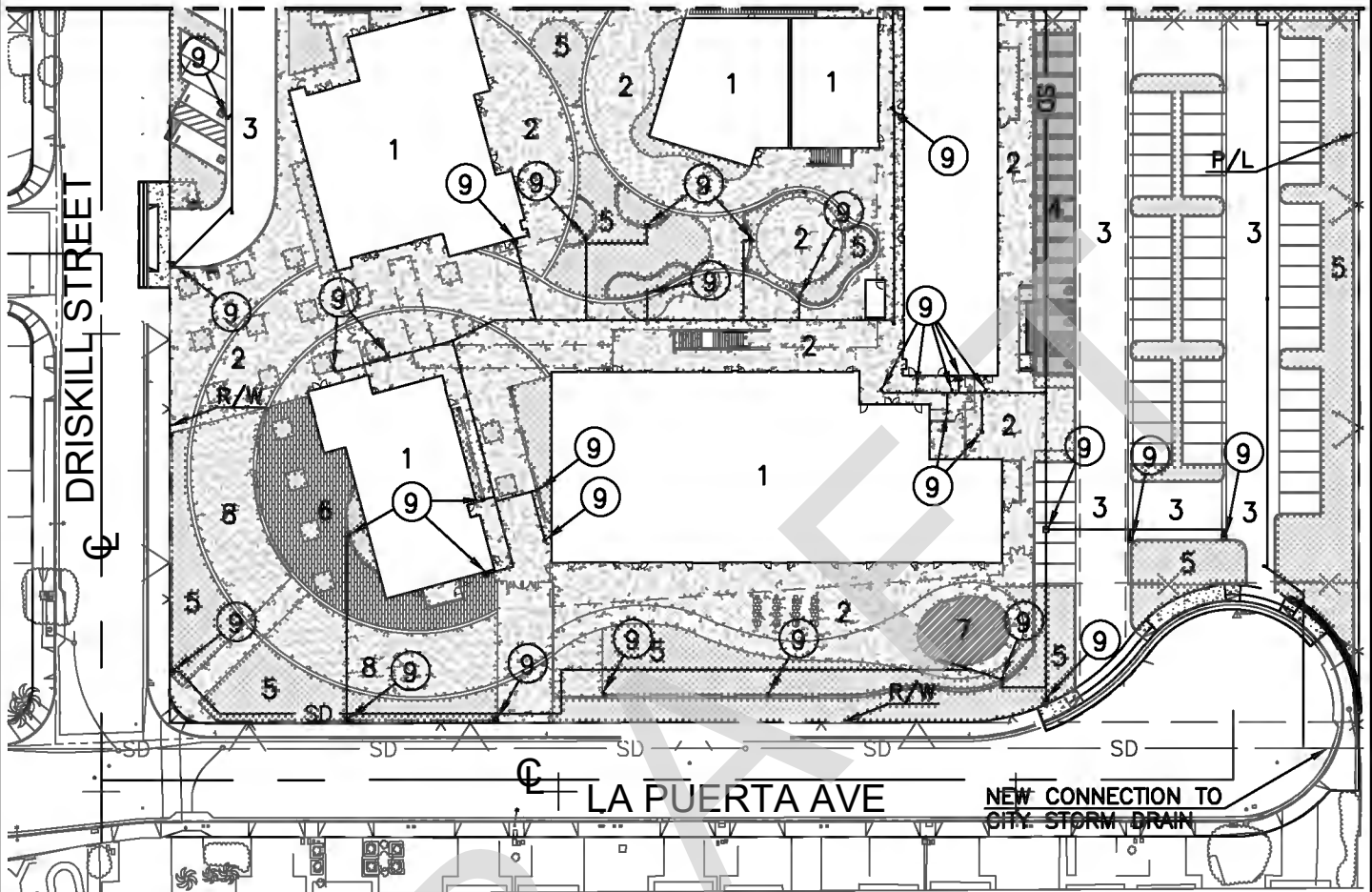
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SITE MAP

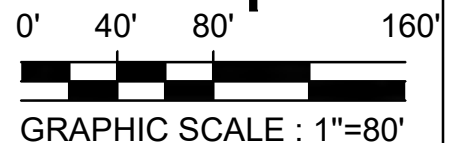
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MATCHLINE - SEE SHEET 1



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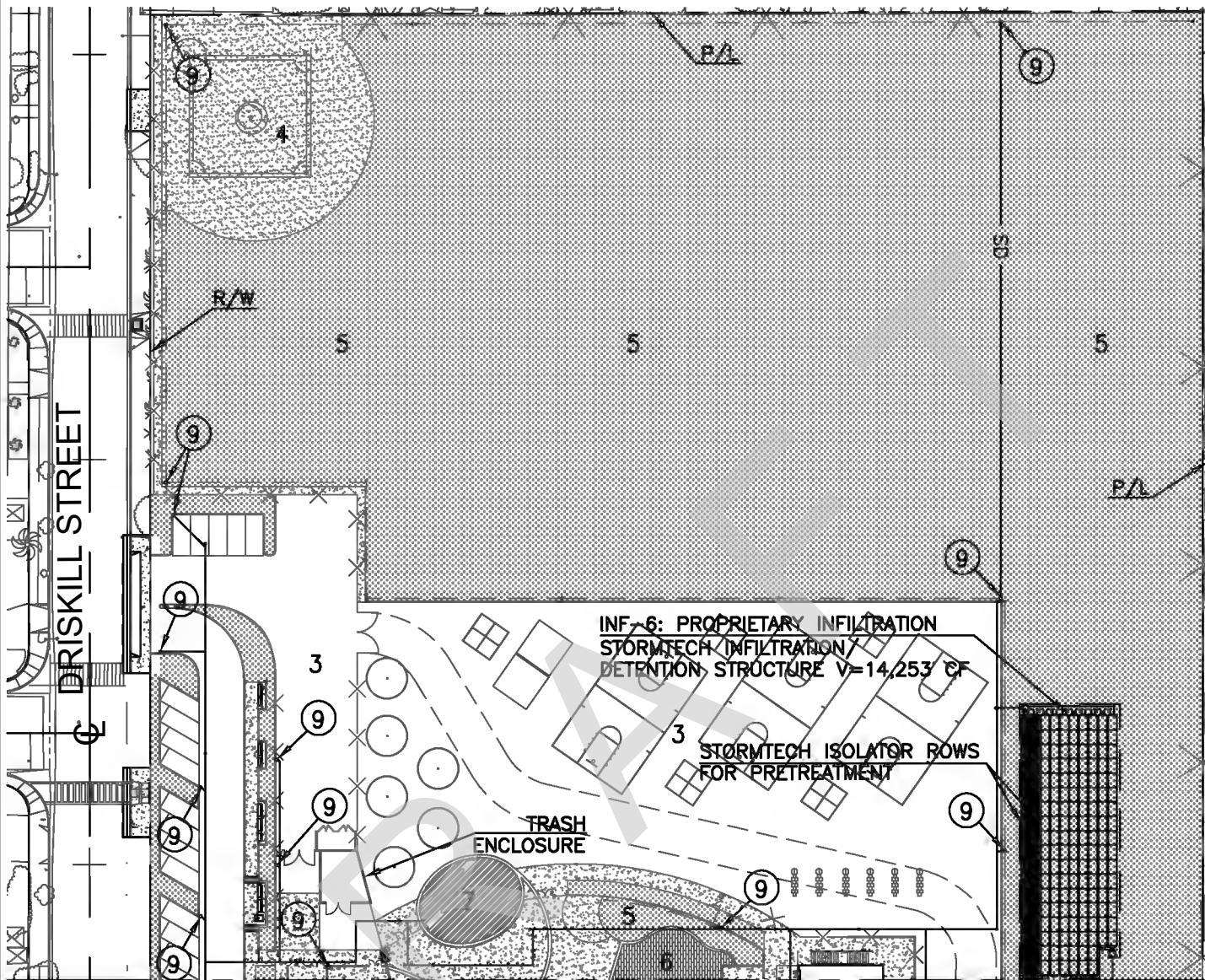
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| 3 | | NEW ASPHALT CONCRETE PAVEMENT | 9 | | CATCH BASIN INLET W/ FLEXSTORM INSERTS |
| 4 | | NEW PERMEABLE PAVEMENT | PROPERTY LINE | | |
| 5 | | NEW PLANTER AREA PER LANDSCAPE PLANS | PROP. STORM DRAIN | | |
| 6 | | NEW CONCRETE PAVERS PER LANDSCAPE PLANS | PROP. PERFORATED STORM DRAIN | | |
| | | | EXIST. STORM DRAIN | | |



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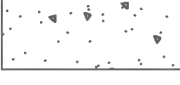

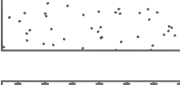

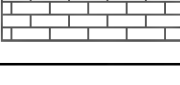



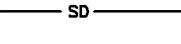
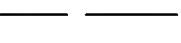

Attachment B

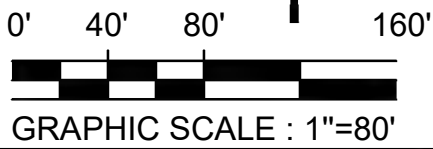
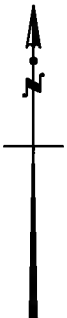
BMP TREATMENT DEVICES EXHIBIT



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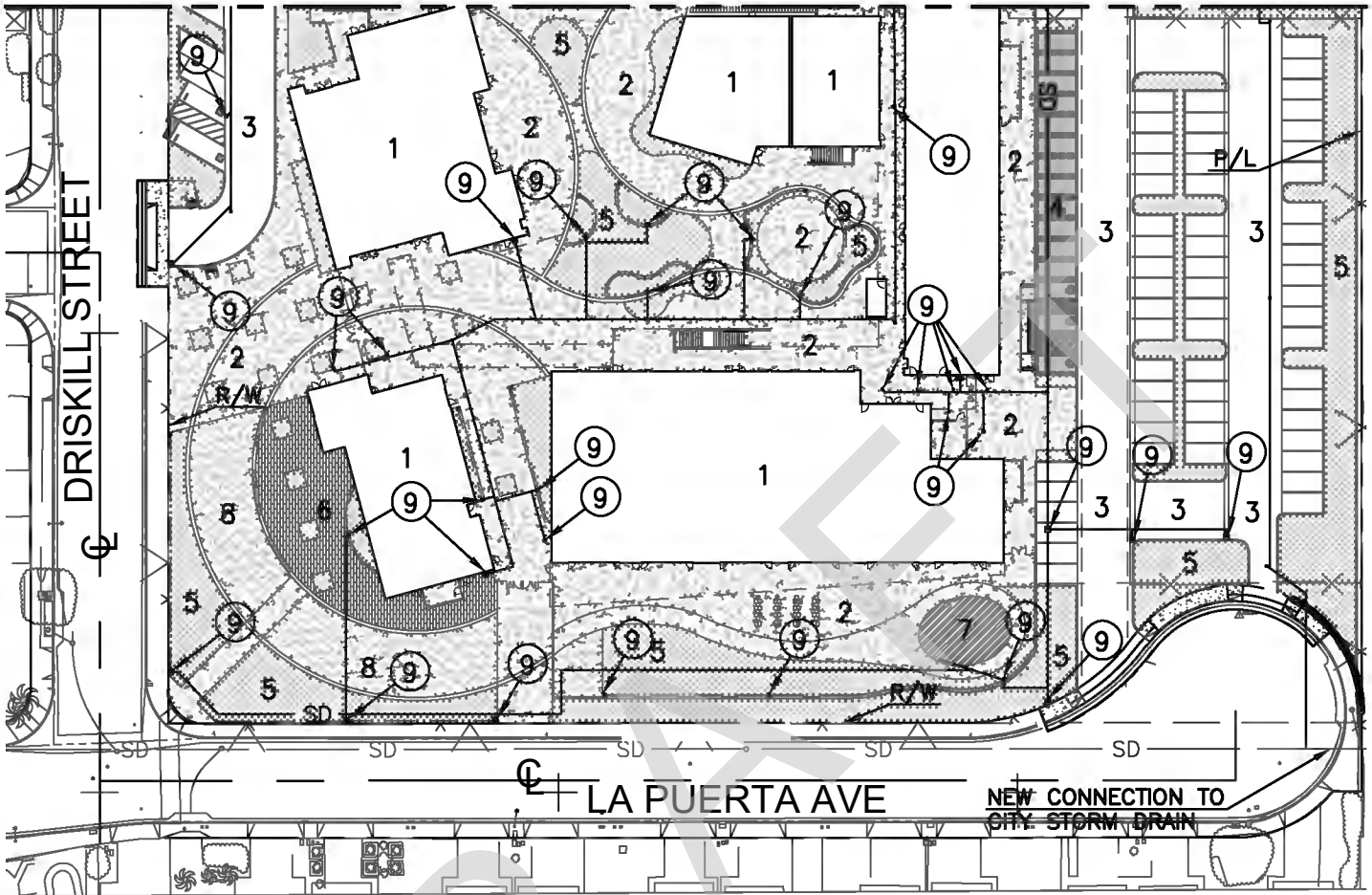
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BMP TREATMENT DEVICES EXHIBIT

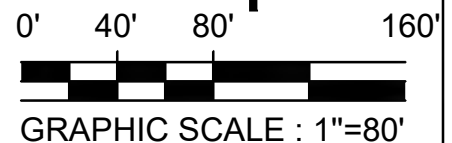
SHEET 2 OF 2

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| 3 | | NEW ASPHALT CONCRETE PAVEMENT | ⑨ | | CATCH BASIN INLET W/ FLEXSTORM INSERTS |
| 4 | | NEW PERMEABLE PAVEMENT | --- | | PROPERTY LINE |
| 5 | | NEW PLANTER AREA PER LANDSCAPE PLANS | SD | | PROP. STORM DRAIN |
| 6 | | NEW CONCRETE PAVERS PER LANDSCAPE PLANS | --- | | PROP. PERFORATED STORM DRAIN |
| | | | SD | | EXIST. STORM DRAIN |



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Attachment C

Operation and Maintenance (O&M) Plan

APN: 216-0-181-025; Oxnard CA

Component: Stormwater Storage and Infiltration System – Model No. SC-740 Chamber – Stormtech Systems

1. ENTITY RESPONSIBLE FOR MAINTENANCE:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514.

2. REGULAR SWEEPING AND REMOVAL OF DEBRIS:

Inspect area surrounding unit on a monthly basis. As needed, sweep and remove sediment and debris from the vicinity surrounding the access manhole. Ensure that manhole covers are free of debris and sediment.

3. REGULAR INSPECTIONS

Inspection ports provide visual access to the system with the use of a flashlight. A stadia rod may be inserted to determine the depth of sediment. A cleanout is required when sediment has accumulated to an average depth exceeding 3" (76 mm). A StormTech Isolator Row should be inspected bi-annually until an understanding of the sites characteristics is developed.

4. CLEANING

The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, a wave of suspended sediments is flushed back into the manhole for vacuuming. The JetVac process shall only be performed on StormTech Rows that have AASHTO class 1 woven geotextile over their foundation stone (ADS 315WTM or equal).

5. MAINTENANCE LOGS

Inspection is easily accomplished through the manhole or optional inspection ports of an Isolator Row. Keep a log of all inspections and maintenance performed on the unit. Include photos.

6. REFERENCE

Refer to manufacturer O&M recommendations for additional operations and maintenance details here on Attachment E.

Operation and Maintenance (O&M) Plan

APN: 216-0-181-025; Oxnard CA

Component: Pretreatment and Trash Capture – Flexstorm Catch Basin Inserts – ADS

1. ENTITY RESPONSIBLE FOR MAINTENANCE:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514.

2. REGULAR SWEEPING AND REMOVAL OF DEBRIS:

Empty the sediment bag if more than half filled with sediment and debris, or as directed. Remove the grate, engage the lifting bars with the FLEXSTORM Removal Tool, and lift from drainage structure. Dispose of sediment or debris as directed by the Engineer or Maintenance contract.

3. REGULAR INSPECTIONS

Inspect area surrounding unit on a quarterly basis. Inspection should also occur following any rain **event greater than ½". In snowfall affected regions additional** inspections should take place before and after snowfall season. Industrial application site inspections (loading ramps, wash racks, maintenance facilities) should occur on a regularly scheduled basis no less than 3 times/year.

4. CLEANING

An industrial vacuum can be used to collect sediment. Remove caked on silt from sediment bag and flush with medium spray with optimal filtration. Replace bag if torn or **punctured to >½" diameter on lower half of bag.**

5. MAINTENANCE LOGS

Keep a log of all inspections and maintenance performed on the unit. Include photos.

6. REFERENCE

Refer to manufacturer O&M recommendations for additional operations and maintenance details here on Attachment E.

Operation and Maintenance (O&M) Plan

APN: 216-0-181-025; Oxnard CA

Component: Nyloplast 30" Drain Basin

1. ENTITY RESPONSIBLE FOR MAINTENANCE:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514.

2. REGULAR SWEEPING AND REMOVAL OF DEBRIS:

Inspect area surrounding catch basin on a weekly basis. As needed, sweep and remove sediment and debris from the vicinity surrounding the grate. Ensure that grate covers are free of debris and sediment.

3. REGULAR INSPECTIONS

Inspect catch basin prior to the rainy season (beginning October 15th), at bimonthly intervals during the rainy season (December, February, April) and after significant storm events. One additional inspection shall take place midway through the dry season (July). Cleanouts of the system shall occur during December, February, April, and July Inspections.

4. CLEANING

- Clean surface area around grate, remove grate, and set aside
- Remove sediment and trash from inside of basin

5. MAINTENANCE LOGS

Keep a log of all inspections and maintenance performed on the unit. Include photos.

Operation and Maintenance (O&M) Plan

APN: 216-0-181-025; Oxnard CA

Component: Brooks 24"x24" and 12"x12" Catch Basin

1. ENTITY RESPONSIBLE FOR MAINTENANCE:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514.

2. REGULAR SWEEPING AND REMOVAL OF DEBRIS:

Inspect area surrounding catch basin on a weekly basis. As needed, sweep and remove sediment and debris from the vicinity surrounding the grate. Ensure that grate covers are free of debris and sediment.

3. REGULAR INSPECTIONS

Inspect catch basin prior to the rainy season (beginning October 15th), at bimonthly intervals during the rainy season (December, February, April) and after significant storm events. One additional inspection shall take place midway through the dry season (July). Cleanouts of the system shall occur during December, February, April, and July Inspections.

4. CLEANING

- Clean surface area around grate, remove grate, and set aside
- Remove sediment and trash from inside of basin

5. MAINTENANCE LOGS

Keep a log of all inspections and maintenance performed on the unit. Include photos.

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Attachment D

Inspection and maintenance of project Storm Water Quality Control Measures (Control Measures) shall be performed by the responsible party identified in Section 1 at a minimum as indicated below and in Section 7 of this plan. Additional inspection and maintenance may be required to assuring peak performance of Control Measures at all times.

Storm Water Quality Control Measure or Pollutant Source	Inspection Frequency	Operations/Maintenance Activities
<p>1 - “Don’t dump – Drains to Ocean” Placard maintenance at all onsite catch basins/inlets.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>	<p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Yearly</p> <p><input type="checkbox"/> Prior to Rainy Season (Oct 1st)</p> <p><input type="checkbox"/> End of Rainy Season (April 15th)</p> <p><input type="checkbox"/> After large Rain Events</p> <p><input type="checkbox"/> Minimum of __ times per year</p> <p><input type="checkbox"/> As Needed (Minimum of yearly)</p> <p><input type="checkbox"/> Other _____</p>	<p>Replace placard if missing, defaced, or unreadable.</p>
<p>2 - Onsite Trash Enclosure to be provided with a solid roof and to be kept clean and free of spills.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>	<p><input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly</p> <p><input type="checkbox"/> Prior to Rainy Season (Oct 1st)</p> <p><input type="checkbox"/> End of Rainy Season (April 15th)</p> <p><input type="checkbox"/> After large Rain Events</p> <p><input type="checkbox"/> Minimum of __ times per year</p> <p><input type="checkbox"/> As Needed (Minimum of yearly)</p> <p><input type="checkbox"/> Other _____</p>	<p>a) Remove trash and debris from floor and walls of enclosure.</p> <p>b) Inspect roof structure for leaks and repair as needed.</p>

Storm Water Quality Control Measure or Pollutant Source	Inspection Frequency	Operations/Maintenance Activities
<p>3 - Onsite storm drain system to be kept clean and clear of obstructions.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>	<p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly</p> <p><input checked="" type="checkbox"/> Prior to Rainy Season (Oct 1st)</p> <p><input checked="" type="checkbox"/> End of Rainy Season (Apr 15th)</p> <p><input checked="" type="checkbox"/> After large Rain Events</p> <p><input type="checkbox"/> Minimum of __ times per year</p> <p><input checked="" type="checkbox"/> As Needed (Minimum of yearly)</p> <p><input type="checkbox"/> Other _____</p>	<p>Inspect and clean onsite catch basins and storm drain piping.</p>
<p>4 - Parking lot(s) to be maintained free of litter and debris.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>	<p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly</p> <p><input checked="" type="checkbox"/> Prior to Rainy Season (Oct 1st)</p> <p><input type="checkbox"/> End of Rainy Season (April 15th)</p> <p><input type="checkbox"/> After large Rain Events</p> <p><input type="checkbox"/> Minimum of __ times per year</p> <p><input checked="" type="checkbox"/> As Needed (Minimum of yearly)</p> <p><input type="checkbox"/> Other _____</p>	<p>Sidewalks and parking lots to be swept regularly to prevent accumulation of litter and debris. Litter, debris, and any cleaning agents will be trapped and collected to prevent entry into storm drain system.</p>

5 – INF-6: Proprietary Infiltration

Proprietary infiltration products allow for infiltration and subsurface storage while offering durable prefabricated structures. There are many varieties of proprietary infiltration based Control Measures.

Inspection Frequency

- Monthly Quarterly Yearly
- Prior to Rainy Season (Oct 1st)
- End of Rainy Season (April 15th)
- After large Rain Events
- Minimum of 2 times per year (First Year)
- As Needed (Minimum of yearly)
- Other _____

Operations/Maintenance Activities

Proprietary Infiltration devices maintenance mainly involves regular cleaning of pre-treatment devices and management of adjacent areas to limit sediment contamination and prevent clogging caused by fine sediment.

The following operations and maintenance activities along with regular inspections are important for proper function of Proprietary Infiltration devices:

- 1) Regular inspection and removal of sediment, debris, and trash from device.
- 2) Inspect and repair flow entrances, ponding areas, and surface overflow areas if erosion is evident
- 3) Inspect and control for mosquitoes and other vectors as necessary.
- 4) Maintenance of pre-treatment filtration devices is critical to prevention of loss of long-term infiltration capability of Proprietary Infiltration devices. If drawdown time is observed to have increased significantly over the design drawdown time of ____ hours, cleaning of device may be necessary. This is an expensive maintenance activity and the need for it can be minimized through prevention of upstream erosion and proper maintenance of pre-treatment devices.
- 6) Additional manufacturer specific Operations/Maintenance Activities are included in Attachment E.
- 7) Perform inspections and complete **I.5 – Infiltration BMP Inspection and Maintenance Checklist** (Found in Section 7 – Basic Inspection and Maintenance Activities) at frequency specified in Inspection Frequency section. Maintain records of completed inspections for a minimum of five years.

6 – PT-2: Catch Basin Insert

Catch Basin Inserts are manufactured filters or fabric placed in a drop inlet to remove sediment and debris and may include sorbent media (oil absorbent pouches) to remove floating oils and grease.

Inspection Frequency

- Monthly Quarterly Yearly
- Prior to Rainy Season (Oct 1st)
- End of Rainy Season (April 15th)
- After large Rain Events
- Minimum of 3 times per year
- As Needed (Minimum of yearly)
- Other _____

Operations/Maintenance Activities

Catch Basin Insert maintenance mainly involves regular inspection, cleaning, and filter/sorbent replacement.

The following operations and maintenance activities along with regular inspections are important for proper function of Catch Basin Inserts:

- 1) Regular inspection and removal of sediment, debris, and trash from device. Initial inspection should be performed every 3 months and after every storm greater than 0.2 inches of rainfall. A revised inspection schedule should be determined based on the rate of sediment accumulation observed during initial inspections.
- 2) Inspection (every 3 months) and replacement of filter/sorbent media.
- 3) Inspect inlet and outlet openings for clogging.
- 4) Inspect and control for mosquitoes and other vectors as necessary.
- 5) Additional manufacturer specific Operations/Maintenance Activities are included in Attachment E.
- 6) Perform inspections and complete **I.10 – Proprietary Device Inspection and Maintenance Checklist** (Found in Section 7 – Basic Inspection and Maintenance Activities) at frequency specified in Inspection Frequency section. Maintain records of completed inspections for a minimum of five years.

I.5 Infiltration BMP Inspection and Maintenance Checklist

Date: _____ Work Order # _____

Type of Inspection: post-storm annual routine post-wet season pre-wet season

Facility: _____ Inspector(s): _____

Defect	Conditions When Maintenance Is Needed	Inspection Result (0,1, or 2) [†]	Date Maintenance Performed	Comments or Action(s) Taken to Resolve Issue
Appearance, vegetative health	Mowing and trimming vegetation is needed to prevent establishment of woody vegetation, and for aesthetic and vector reasons.			
Vegetation	Poisonous or nuisance vegetation or noxious weeds.			
	Excessive loss of turf or ground cover (if applicable).			
Trash & Debris	Trash and debris > 5 cf/1,000 sf (one standard size garbage can).			
Contaminants and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants.			
Erosion	Undercut or eroded areas at inlet or outlet structures.			
Sediment and Debris	Accumulation of sediment, debris, and oil/grease on surface, inflow, outlet or overflow structures.			
Sediment and Debris	Accumulation of sediment and debris, in sediment forebay and pretreatment devices.			
Water drainage rate	Standing water, or by visual inspection of wells (if available), indicates design drain times are not being achieved (i.e., within 72 hours).			

APPENDIX I: STORMWATER BMP MAINTENANCE PLAN GUIDANCE AND CHECKLISTS

Defect	Conditions When Maintenance Is Needed	Inspection Result (0,1, or 2) [†]	Date Maintenance Performed	Comments or Action(s) Taken to Resolve Issue
Media clogging surface layer	Lift surface layer (and filter fabric if installed) and check for media clogging with sediment (function may be able to be restored by replacing surface aggregate/filter cloth).			
Media clogging	Lift surface layer (and filter fabric if installed) and check for media clogging with sediment (partial or complete clogging which may require full replacement).			

[†]Maintenance: Enter 0 if satisfactory, 1 if maintenance is needed and include WO#. Enter 2 if maintenance was performed same day.

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Attachment E

Isolator[®] Row Plus

O&M Manual



The Isolator[®] Row Plus

Introduction

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row Plus is a technique to inexpensively enhance Total Suspended Solids (TSS) and Total Phosphorus (TP) removal with easy access for inspection and maintenance.

The Isolator Row Plus

The Isolator Row Plus is a row of StormTech chambers, either SC-160, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-7200 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for sediment settling and filtration as stormwater rises in the Isolator Row Plus and passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow stormwater to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row Plus protecting the adjacent stone and chambers storage areas from sediment accumulation.

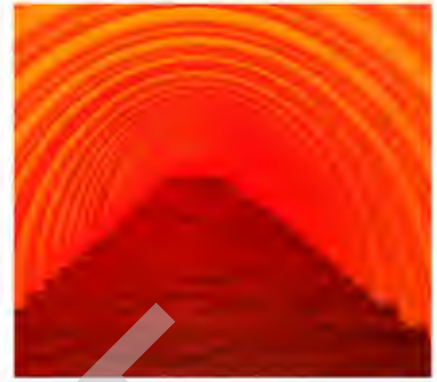
ADS geotextile fabric is placed between the stone and the Isolator Row Plus chambers. The woven geotextile provides a media for stormwater filtration, a durable surface for maintenance, prevents scour of the underlying stone and remains intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the chamber's sidewall. The non-woven fabric is not required over the SC-160, DC-780, MC-3500 or MC-7200 models as these chambers do not have perforated side walls.

The Isolator Row Plus is designed to capture the "first flush" runoff and offers the versatility to be sized on a volume basis or a flow-rate basis. An upstream manhole provides access to the Isolator Row Plus and includes a high/low concept such that stormwater flow rates or volumes that exceed the capacity of the Isolator Row Plus bypass through a manifold to the other chambers. This is achieved with an elevated bypass manifold or a high-flow weir. This creates a differential between the Isolator Row Plus row of chambers and the manifold to the rest of the system, thus allowing for settlement time in the Isolator Row Plus. After Stormwater flows through the Isolator Row Plus and into the rest of the chamber system it is either exfiltrated into the soils below or passed at a controlled rate through an outlet manifold and outlet control structure.

The Isolator Row FLAMP[™] (patent pending) is a flared end ramp apparatus attached to the inlet pipe on the inside of the chamber end cap. The FLAMP provides a smooth transition from pipe invert to fabric bottom. It is configured to improve chamber function performance by enhancing outflow of solid debris that would otherwise collect at the chamber's end. It also serves to improve the fluid and solid flow into the access pipe during maintenance and cleaning and to guide cleaning and inspection equipment back into the inlet pipe when complete.

The Isolator Row Plus may be part of a treatment train system. The treatment train design and pretreatment device selection by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, StormTech recommend using the Isolator Row Plus to minimize maintenance requirements and maintenance costs.

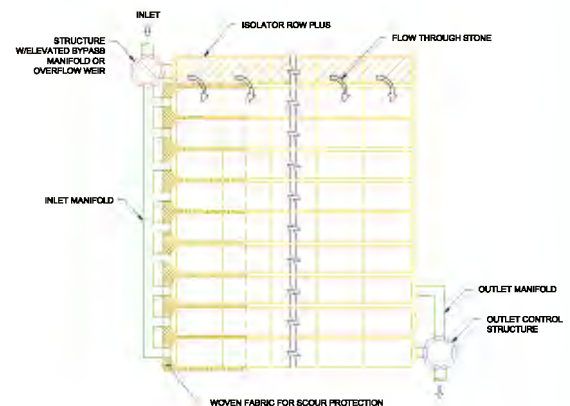
Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row Plus.



Looking down the Isolator Row PLUS from the manhole opening, ADS PLUS Fabric is shown between the chamber and stone base.



StormTech Isolator Row PLUS with Overflow Spillway (not to scale)



Isolator Row Plus Inspection/Maintenance

Inspection

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row Plus should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row Plus incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row Plus, clean-out should be performed.

Maintenance

The Isolator Row Plus was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided

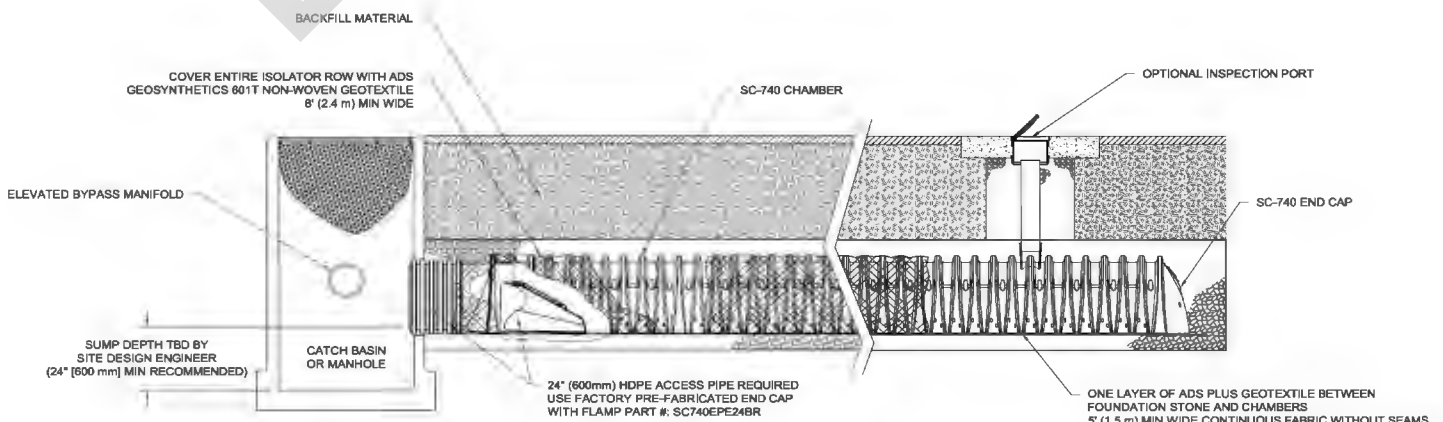
via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row Plus while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. JetVac reels can vary in length. For ease of maintenance, ADS recommends Isolator Row Plus lengths up to 200' (61 m). **The JetVac process shall only be performed on StormTech Isolator Row Plus that have ADS Plus Fabric (as specified by StormTech) over their angular base stone.**



StormTech Isolator Row PLUS (not to scale)

Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-7200 chamber models and is not required over the entire Isolator Row PLUS.



Isolator Row Plus Step By Step Maintenance Procedures

Step 1

Inspect Isolator Row Plus for sediment.

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
 - iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.
- B) All Isolator Row Plus
 - i. Remove cover from manhole at upstream end of Isolator Row Plus
 - ii. Using a flashlight, inspect down Isolator Row Plus through outlet pipe
 - 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 - 2. Follow OSHA regulations for confined space entry if entering manhole
 - iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

Step 2

Clean out Isolator Row Plus using the JetVac process.

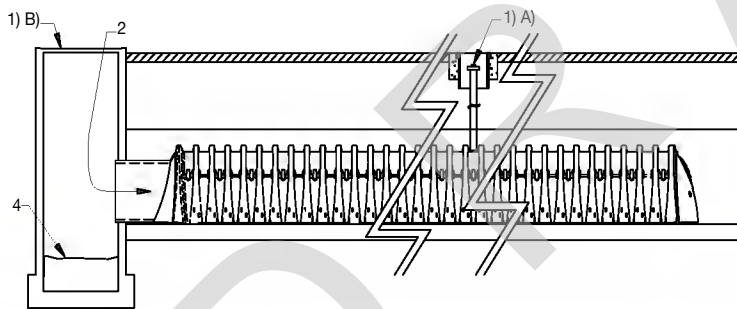
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

Step 3

Replace all caps, lids and covers, record observations and actions.

Step 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



Sample Maintenance Log

Date	Stadia Rod Readings		Sedi-ment Depth (1)-(2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row PLUS, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

adspipe.com
800-821-6710

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 15, 2024

Agenda Section: Section C: Consent Agenda

Setting of the Date for Public Hearing-Oxnard School District 2024-2025 Local Control Accountability Plan (Fox)

It is appropriate that the Board of Trustees set the date of June 5, 2024, in the Board Room of the Educational Service Center, for a public hearing on the Oxnard School District 2024-2025 Local Control Accountability Plan (LCAP).

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services that the Board of Trustees set the date of Wednesday, June 5, 2024, for a public hearing on the Oxnard School District 2024-2025 Local Control Accountability Plan (LCAP).

ADDITIONAL MATERIALS:

Attached: [Notice of Public Hearing LCAP-English.pdf](#)
[Notice of Public Hearing LCAP-Spanish.pdf](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

NOTICE OF PUBLIC HEARING

May 15, 2024

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, June 5, 2024, at 7:00 p.m. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 South A Street, Oxnard, regarding the 2024-25 Local Control Accountability Plan (LCAP).

By: Dr. Aracely Fox
Assistant Superintendent,
Educational Services Department
(805) 385-1501, ext. 2301



DISTRITO ESCOLAR DE OXNARD

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

AVISO DE AUDIENCIA PÚBLICA

15 de mayo de 2024

La Junta Directiva del Distrito Escolar de Oxnard celebrará una Audiencia Pública, sobre el Plan de Responsabilidad y Control Local 2024-2025 (LCAP, por sus siglas en inglés), el día 5 de junio de 2024, a las 7:00 p.m. o posteriormente, tan pronto como este asunto se pueda escuchar, en la Sala de Reuniones de la Junta Directiva de las Instalaciones del Centro de Servicios Educativos sito en el 1051 de South A Street, Oxnard, Ca.

Dr. Aracely Fox
Superintendente Asistente,
Departamento de Servicios Educativos
(805) 385-1501, ext. 2301

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 15, 2024

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of April 30, 2024 was 13,536. This is 674 less than the same time last year.

FISCAL IMPACT:

N/A

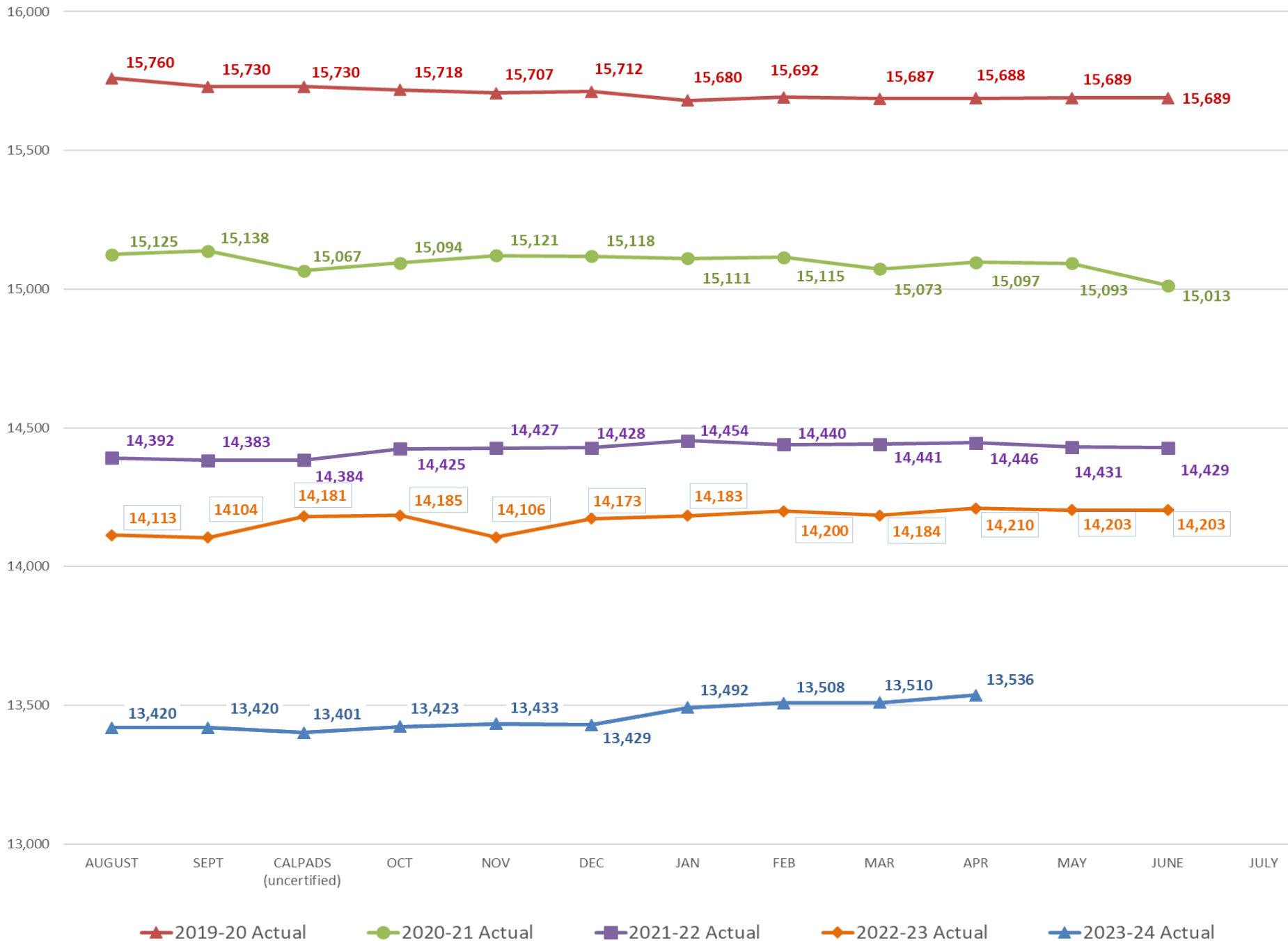
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2019-20 through 2023-24 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 15, 2024

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #23-10 (Mitchell /Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 3/27/2024 through 5/01/2024 for the 2023-2024 school year, for \$3,847,795.16.
2. There are no Draft Payments issued from 3/27/2024 through 5/01/2024, for the 2023-2024 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #23-10 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #23-10 \(23 Pages\)](#)

Includes Purchase Orders dated 03/27/2024 - 05/01/2024

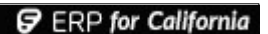
PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP24-00066	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	SUP	130-9320	4,436.20
NP24-00067	Calif Dept Of Educ	640	SUP	130-9320	596.70
NP24-00068	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	SUP	130-9320	3,822.22
NP24-00069	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	640	MATL/SUP	130-9320	3,178.74
P24-01157	Renaissance Palm Springs Hotel	315	LCAP_1.06 CONF	010-5200	4,434.40
P24-03232	IMAGINE LEARNING LLC	385	LCAP_1.28 (SERV/ELOP)	010-5800	7,600.00
P24-04670	Shaw Hr Consulting	200	SVCS	010-5800	687.50
P24-04671	KB Industries Inc. American Bu tton Machines	055	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	1,709.37
P24-04672	Perma Bound Books	051	LCAP_1.24 BOOKS (Instruction)	010-4200	3,252.43
P24-04673	MCGRAW HILL EDUCATION, INC	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4100	6,121.63
P24-04674	EVENTOS ANA, INC.	051	LCAP_1.24 RENTALS/SERVICE	010-5600	375.00
P24-04675	Petroleum Telcom Inc DBA Telec om	066	LCAP_1.24 RPR INST	010-5632	88.84
P24-04676	Petroleum Telcom Inc DBA Telec om	051	LCAP_1.24 EQUIPMENT	010-4300	252.42
P24-04677	Ccp Industries	003	stores supplies	010-9320	729.24
P24-04678	Ventura Co Office Of Education	200	LCAP_1.20 - SERV -Dev Human Cap	010-5800	14,500.00
P24-04679	Ventura Co Office Of Education	200	LCAP_1.20 - SERV -Dev Human Cap	010-5800	5,235.00
P24-04680	Amazon Com	042	LCAP_1.24 MAT/SUPL	010-4300	230.53
P24-04681	Amazon Com	041	LCAP_1.24(Mat-Sup) Lost Boyz & Bellez	010-4300	1,024.59
P24-04682	Dial Security	630	Repair Services / Warehouse	010-5632	2,000.00
P24-04683	Amazon Com	042	LCAP_1.24 MAT/SUPL	010-4300	295.38
P24-04684	Amazon Com	041	LCAP_1.24(Mat-Sup) JSmith- Amazon	010-4300	143.02
P24-04685	Amazon Com	041	LCAP_1.24(Mat-Sup) JSmith- Amazon	010-4300	802.29
P24-04686	Amazon Com	066	LCAP_1.24-Material/Sup-Instructional	010-4300	528.40
P24-04687	Amazon Com	066	LCAP_1.24-MATL/SUP-Insturctional	010-4300	84.68
P24-04688	Amazon Com	036	LCAP_1.24_ books (INST)	010-4200	357.09
P24-04689	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	1,699.31
P24-04690	Amazon Com	032	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	145.76
P24-04691	Amazon Com	046	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	164.60
				010-4318	270.35
P24-04692	Amazon Com	041	LCAP_1.13 (Mat-Sup)Nippard- SPED allocation	010-4300	44.74
P24-04693	Amazon Com	041	LCAP_1.13(Mat-Sup) YPrado- SDC allocation	010-4300	30.69
P24-04694	Amazon Com	032	LCAP_2.04 MATL-SUPL FOR WELLNESS CTR	010-4300	536.06

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

Includes Purchase Orders dated 03/27/2024 - 05/01/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04695	Amazon Com	032	LCAP_2.04 MATL-SUPL FOR WELLNESS CTR	010-4300	249.55
P24-04696	Amazon Com	032	LCAP_2.04 MATL-SUPL FOR WELLNESS CTR	010-4300 010-4400	398.99 337.93
P24-04697	Amazon Com	032	LCAP_2.04 MATL-SUPL FOR WELLNESS CTR	010-4300	274.27
P24-04698	Amazon Com	032	LCAP_1.24 MATL-SUPL FOR WELLNESS CTR	010-4300	636.20
P24-04699	Amazon Com	380	LCAP_1.30 Materials & supplies for Danielle M. OT	010-4300	210.50
P24-04700	Amazon Com	032	LCAP_2.04 MAT-SUPL FOR WELLNESS CTR	010-4300	388.64
P24-04701	Amazon Com	032	LCAP_2.04 MATL-SUPL FOR WELLNESS CTR	010-4300	444.36
P24-04702	Amazon Com	032	LCAP_2.04 MATL-SUPL FOR WELLNESS CTR	010-4300	144.79
P24-04703	Amazon Com	380	LCAP_1.30 Materials & supplies for Danielle M. OT	010-4300	315.29
P24-04704	Amazon Com	032	LCAP_2.04 MATL-SUPL WELLNESS CTR	010-4300	176.33
P24-04705	Amazon Com	032	LCAP_2.04 MATL-SUPL WELLNESS CTR	010-4300	244.32
P24-04706	Amazon Com	032	LCAP_2.04 MATL SUPL WELLNESS CTR	010-4300	91.80
P24-04707	Amazon Com	380	LCAP_1.30 Materials & supplies for Danielle M. OT	010-4300	215.96
P24-04708	Amazon Com	380	LCAP_1.30 Materials & supplies for Danielle M. OT	010-4300	460.27
P24-04709	Amazon Com	048	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	316.05
P24-04710	Amazon Com	032	LCAP_2.04 MATL-SUPL WELLNESS CTR	010-4300	96.43
P24-04711	Amazon Com	048	LCAP_2.04 for Wellness Ctr	010-4300	679.02
P24-04712	Amazon Com	048	LCAP_2.04 for Wellness Ctr	010-4300	368.19
P24-04713	Amazon Com	048	LCAP_2.04 for Wellness Ctr	010-4300	358.67
P24-04714	Amazon Com	041	LCAP_2.04(Mat-Sup) Wellness Center - Frank	010-4300	546.15
P24-04715	Amazon Com	041	LCAP_2.04(Mat-Sup) Wellness Center	010-4300	797.06
P24-04716	Amazon Com	041	LCAP_2.04(Mat-Sup) Wellness Center	010-4300	644.78
P24-04717	Amazon Com	041	LCAP_2.04(Mat-Sup) Wellness Center	010-4300	360.17
P24-04718	Amazon Com	041	LCAP_2.04(Mat-Sup) Wellness Center	010-4300	785.52
P24-04719	Amazon Com	041	LCAP_2.04(Mat-Sup) Wellness Center	010-4300	976.62

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Includes Purchase Orders dated 03/27/2024 - 05/01/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04720	Amazon Com	630	Materials and Supplies	010-4300	76.36
P24-04721	Amazon Com	042	LCAP_1.13 MAT/SUPL	010-4300	238.80
P24-04722	Amazon Com	630	Materials and Supplies	010-4300	273.12
P24-04723	Amazon Com	041	LCAP_2.04(Mat-Sup) Wellness Center	010-4300	122.11
P24-04724	Amazon Com	630	Grounds Materials and Supplies	010-4300	63.53
P24-04725	Amazon Com	620	LCAP_4.04 SUPPL	010-4300	489.84
P24-04726	Amazon Com	066	LCAP_1.13 - MAT/SUP - Instructional	010-4300	108.31
P24-04727	Amazon Com	066	LCAP_1.13 - MAT/SUP - Instructional	010-4300	125.10
P24-04728	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	590.92
P24-04729	Amazon Com	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4300	561.65
P24-04730	Amazon Com	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4300	566.31
P24-04731	Amazon Com	036	LCAP_2.04 for MAP/SUP for Wellness Ctr	010-4300	343.10
P24-04732	Amazon Com	630	Materials and Supplies	010-4300	46.62
P24-04733	Amazon Com	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4300	342.80
P24-04734	Amazon Com	300	LCAP_1.34 MATL/SUP	010-4300	588.41
P24-04735	Amazon Com	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4300	312.47
P24-04736	Amazon Com	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4300	285.62
P24-04737	Amazon Com	380	LCAP_1.30 Materials & supplies for Jennifer M-D	010-4300	167.34
P24-04738	Amazon Com	380	LCAP_1.30 Materials & supplies for Jennifer M-D	010-4200	70.10
P24-04739	Amazon Com	380	LCAP_1.30 Materials & supplies for Natalie Gabrie	010-4300	59.16
P24-04740	Amazon Com	210	mat/sup	010-4300	202.70
P24-04741	Amazon Com	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4300	405.33
P24-04742	Amazon Com	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4300	630.79
P24-04743	Amazon Com	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4300	156.22
P24-04744	Amazon Com	055	LCAP_1.24 ITEMS FOR END OF YEAR EVENT 5/17/24	010-4300	83.06
P24-04745	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	510.24
P24-04746	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	760.04
P24-04747	Amazon Com	610	Ergonomic Materials Supplies	010-4300	882.83
P24-04748	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	230.42

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Includes Purchase Orders dated 03/27/2024 - 05/01/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04749	Amazon Com	048	LCAP_2.04 for Wellness Ctr	010-4300	568.35
P24-04750	Four Points by Sheraton Detroit Novi	004	TRAV/CONF Data Team PD	010-5200	955.98
P24-04751	Miguel Mijares M & M Sports	345	LCAP_1.04_MATL Pathway	010-4300	2,758.34
P24-04752	KAPCO	048	LCAP_1.24 MTL/SUPL-INSTR	010-4300	213.90
P24-04753	Coast To Coast Computer Prod	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	3,797.50
P24-04754	Amazon Com	048	LCAP_1.24 MTL/SUPL-INCENTIVES	010-4300	173.90
P24-04755	Amazon Com	048	LCAP_1.24 MTL/SUPL-INSTR	010-4300	176.67
P24-04756	SANTA BARBARA ZOO	066	LCAP_1.24-Service-Instructional	010-5800	1,008.00
P24-04757	Holocaust Museum LA	051	LCAP_1.24 SERVICES (Instructional)	010-5800	180.00
P24-04758	TRI-COUNTY OFFICE FURNITURE	048	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	6,665.11
				010-4400	8,275.26
P24-04759	International E-Z UP Inc	050	LCAP_2.04 MATL-SUPL (Wellness Ctr. INST)	010-4300	1,167.88
				010-4400	928.63
P24-04760	SURFSIDE SOFTEE INC dba. MISTER SOFTEE OF SO. CAL.	315	LCAP_1.06 Service	010-5800	3,124.55
P24-04761	AMERICAN AIRLINES INC	004	TRAV/CONF Flight Res. 4/8-11/2024	010-5200	2,769.63
P24-04762	Faust Harrison Pianos Inc	066	BOND/EQUIP (F&E RIT - PIANOS)	215-4300	8,061.61
				215-4400	47,430.68
P24-04763	Foundation Building Matls, LLC	630	LCAP_1.06 MATS SUPS/ELOP	010-4300	3,976.81
P24-04764	SCHOOL TECH SUPPLY	630	Computer Equipment	010-4418	4,144.37
P24-04765	School Health Corporation	003	stores supplies	010-9320	641.05
P24-04766	Southwest Plastic Binding Co Southwest Binding & Laminating	003	stores supplies	010-9320	1,583.03
P24-04767	Pioneer Chemical Co	003	stores supplies	010-9320	713.52
P24-04768	Amazon Com	042	LCAP_2.04 MAT/SUP Wellness Ctr. Fremont	010-4300	1,095.83
P24-04769	Amazon Com	032	LCAP_2.04 MATL-SUP FOR WELLNESS CTR	010-4300	2,056.81
P24-04770	Steambrite Inc Steambrite Supply	630	Materials and Supplies	010-4300	354.71
P24-04771	CITY OF OXNARD FIRE RECOVERY USA, LLC	630	Professional Service/ Fire Inspection/ McKinna	010-5800	115.00
P24-04772	Dial Security	630	LCAP_1.06 SERV/ELOP	010-5800	11,070.00
P24-04773	SWRCB/SW Fees	630	Bond Funds / Fees / Rose Ave	215-6171	1,016.00
P24-04774	Henry Schein	003	stores supplies	010-9320	176.76
P24-04775	Amazon Com	385	Children Books- Marisela Guillen, OSSA fund	010-4200	143.08
P24-04776	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	3,816.10
P24-04777	Amazon Com	003	stores supplies	010-9320	1,493.23
P24-04778	Grainger Inc	003	stores supplies	010-9320	1,066.81
P24-04779	Veritiv Operating Company	003	stores supplies	010-9320	14,241.07
P24-04780	CDW G	100	SVC- (AD DS)	010-5800	10,725.00

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Includes Purchase Orders dated 03/27/2024 - 05/01/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04781	IMAGE APPAREL FOR BUSINESS	630	SERV (23-24 MAINT UNIFORMS - J.GRANT)	010-5800	126.83
P24-04782	Cardea Services	ERC	LCAP_1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-5818	1,000.00
P24-04783	TRI-COUNTY OFFICE FURNITURE	048	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	195.92
				010-4400	4,443.82
P24-04784	NETWORK CRAZE TECHNOLOGIES INC	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4400	544.97
P24-04785	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	042	LCAP_2.04 MATL-SUPL Wellness Ctr. Fremont	010-4300	8,010.76
P24-04786	SCHOOL TECH SUPPLY	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4318	372.69
P24-04787	YOUNG MUSIC LLC PRODIGIES AND PRODIGIES MUSIC	044	LCAP_1.24 ONLINE SUBSCRIPTIONS	010-5818	150.70
P24-04788	CDW G	051	LCAP_1.24 COMPUTER EQUIPMENT	010-4418	1,664.13
P24-04789	SOCIETY OF HEALTH AND PHYSICAL EDUCATORS	380	LCAP_1.13 SERV	010-5818	239.84
P24-04790	Ventura Co Office Of Education	200	LCAP_1.20 - SERV -Dev Human Cap	010-5800	24,075.00
P24-04791	Uline	046	LCAP_2.04 MAPT/SUP for Wellness Ctr	010-4300	1,285.84
				010-4400	2,841.28
P24-04792	ODP BUSINESS SOLUTIONS, LLC	048	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	2,956.27
P24-04793	Home Depot Inc	048	LCAP_2.04 for Wellness Ctr	010-4400	734.73
P24-04794	Petroleum Telecom Inc DBA Telecom	610	Safety Materials and Supplies	010-4300	1,103.41
P24-04795	Aswell Trophy And Engraving	345	LCAP_1.04_MTL_Pathway Gala	010-4300	1,605.98
P24-04796	NETWORK CRAZE TECHNOLOGIES INC	004	COMP SUP-VOIP Adapter	010-4318	731.30
P24-04797	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	048	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	4,404.86
P24-04798	Demco Inc	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	148.79
P24-04799	Blue Tree Publishing INC	380	LCAP_1.13 MAT/SUPL	010-4300	1,084.46
P24-04800	SURFSIDE SOFTEE INC dba. MISTER SOFTEE OF SO. CAL.	041	LCAP_1.24 Mat-Sup	010-4300	1,416.45
P24-04801	SLP NOW LLC	380	LCAP_1.30 Materials & supplies for Coral S.	010-4300	249.00
P24-04802	CAAAYC	066	LCAP_1.24-TRAVEL/CONFERENCE-INSTRUCTIONAL	010-5200	505.00
P24-04803	Document Tracking Service, LLC	610	Safety	010-4300	300.00
P24-04804	PEEBEE & JAY PH	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	146.65
P24-04805	Southwest Airlines	100	LCAP_1.19 Unbounded Standards - Flight	010-5200	491.96
P24-04806	FRONTIER COMMUNICATIONS CORP.	004	SERV/ERATE (ISP SERVICES)	010-5902	34,369.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-04807	DOUBLETREE BY HILTON LOS ANGEL ES DOWNTOWN	630	Travel and Conference / Porfirio Ramirez	010-5200	1,082.21
P24-04808	Children's Museum of Santa Barbara, MOXI	055	LCAP_1.24 AT-01901 MARSHALLT O MOXI 5/6/24	010-5800	600.00
P24-04809	BMI Systems Group	004	MAT/SUP-ChrBk Asset Tags	010-4300	1,453.00
P24-04810	ODP BUSINESS SOLUTIONS, LLC	041	LCAP_1.13(Mat-Sup)Galindo SDC allocation	010-4300	262.68
P24-04811	SANTA BARBARA ZOO	050	LCAP_1.24_SERV/TITLE 1	010-5800	768.00
P24-04812	AMERICA'S TEACHING ZOO	050	LCAP_1.24_SERV/TITLE 1	010-5800	215.00
P24-04813	Amazon Com	004	MAT/SUP- IT Dept.	010-4300	1,016.27
P24-04814	Zangle Nat'l User Group	004	TRAV/CONF-Data Team PD	010-5200	465.00
P24-04815	TRI-COUNTY OFFICE FURNITURE	032	LCAP_2.04 MATL-SUPL FOR WELLNESS CTR	010-4300	1,175.44
				010-4400	3,770.37
P24-04816	CDW G	032	LCAP_2.04 MATL-SUPL FOR WELLNESS CTR	010-4300	81.86
				010-4418	7,094.32
P24-04817	Ashton Awards Inc Aswell Trophy	360	LCAP_3.10 Plaques for Cesar Chavez Contest Winners	010-4300	288.69
P24-04818	SCHOOL TECH SUPPLY	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4418	1,844.83
P24-04819	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	055	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300	5,783.71
				010-4400	1,545.07
P24-04820	SCHOOL SERVICES OF CALIFORNIA, INC.	600	CONF-May Revision Workshop 5-20-24/VM	010-5200	325.00
P24-04821	TRI-COUNTY OFFICE FURNITURE	032	LCAP_2.04 MATL-SUPL FOR WELLNESS CTR	010-4400	16,896.11
P24-04822	BOWLERO OXNARD	041	LCAP_2.04(Inst) Wellness Center	010-4300	1,017.49
P24-04823	ALL FOR KIDS INC THE NED SHOW	042	LCAP_1.24 MAT/SUPL	010-4300	252.00
P24-04824	DICK BLICK COMPANY BLICK ART MATERIALS	041	LCAP_1.24(Mat-Sup) Inst.Art supplies-Cannon	010-4300	340.07
P24-04825	Every Special Child LLC	380	LCAP_2.09_SERV(PARAL.ENRIQUEZ)	010-5100	28,200.00
P24-04826	CALIFORNIA ASSOCIATION OF SCHOOL PSYCHOLOGISTS - CASP	380	MEMBERSHIP(D. JEFFERSON)	010-5300	155.00
P24-04827	NETWORK CRAZE TECHNOLOGIES INC	004	COMP SUP (CME Routers)	010-4418	8,400.00
P24-04828	AG Designs 805 Inc.	036	LCAP_2.04 for MAP/SUP for Wellness Ctr.	010-4300	1,988.35
P24-04829	Curriculum Associates Inc	380	LCAP_1.13 MAT/SUPL	010-4300	439.29
P24-04830	SHERMAN GARNETT & ASSOCIATES	385	MAT/SUP Records Book	010-4200	83.00
P24-04831	SCHOOL TECH SUPPLY	036	LCAP_2.04 for EQUIP for Wellness Ctr.	010-4400	4,369.99

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P24-04832	Natl School Public Relations	315	LCAP_3.02 Conference	010-4300	795.00
P24-04833	SCHOOL SERVICES OF CALIFORNIA, INC.	600	CONF-May Revision webinar.CSEA.M.P-GUT.5-21-24	010-5200	325.00
P24-04834	CALIFORNIA ASSOCIATION OF SCHO OL PSYCHOLOGISTS - CASP	380	LCAP_1.30 Conference attendance	010-5200	717.00
P24-04835	Mercury Disposal System, Inc	003	Service	010-5800	1,500.00
P24-04836	HYATT PLACE PASADENA	066	LCAP_1.24 - Travel/Conference-Instructional	010-5200	766.92
P24-04837	Home Depot Inc	385	MAT/SUP Ice makers	010-4300	679.70
P24-04838	ALL IT TAKES	300	LCAP_1.19 CONF	010-5200	897.00
P24-04839	Apple Computer Inc	036	LCAP_2.04 for EQUIP for Wellness Ctr.	010-4318	569.67
P24-04840	Southwest School & Office Sup	003	stores supplies	010-9320	2,446.98
P24-04841	Amazon Com	630	Grounds Materials and Supplies	010-4300	1,629.87
P24-04842	ODP BUSINESS SOLUTIONS, LLC	003	stores supplies	010-9320	1,454.92
P24-04843	Amazon Com	003	STORES- PPE SUPPLIES (BABY WIPES)	010-4300	207.50
P24-04844	OFFICE SOLUTIONS BUSINESS PROD UCTS AND SERVICES LLC	046	LCAP_2.04 for Wellness Ctr	010-4318	2,291.27
P24-04845	HBH California, LLC	300	MATL/SER	010-4300	2,000.00
P24-04846	Meredith Digital, Inc	046	LCAP_2.04 for Wellness Ctr	010-4300	10,763.31
P24-04847	VENTURA CO SCHOOL BOARDS ASSOC ATTN: CALVIN PETERSON	100	VCSBA Dinner	010-5200	25.00
				010-5220	25.00
				010-5223	25.00
				010-5225	25.00
P24-04848	Div Of The State Architect	630	Bond Funds / DSA Fees / Marina West	350-6220	74,290.00
P24-04849	Div Of The State Architect	630	Bond Funds / DSA Fees / Rose Ave	215-6220	51,350.00
P24-04850	Div Of The State Architect	630	DSA Fees / Ritchen Marquee	010-5800	1,515.27
P24-04851	Div Of The State Architect	630	DSA Fees / Harrington Marquee	010-5800	1,529.04
P24-04852	Div Of The State Architect	630	DSA Fees / Brekke Marquee	010-5800	1,529.04
P24-04853	Div Of The State Architect	630	DSA Fees / Ramona Marquee	010-5800	1,529.04
P24-04854	Div Of The State Architect	630	DSA Fees / San Miguel Marquee	010-5800	1,515.27
P24-04855	IMAGE APPAREL FOR BUSINESS	630	SERV (23-24 NIGHT CUST UNIF (M.PERALTA/J.GUZMAN)	010-5800	246.20
P24-04856	Amazon Com	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	51.07
P24-04857	Amazon Com	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	938.49
P24-04858	Amazon Com	052	LCAP_1.13 - MATL/SUPL-INTSTR	010-4300	187.98
P24-04859	Amazon Com	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	170.92
P24-04860	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (instructional)	010-4300	673.39
P24-04861	Amazon Com	038	LCAP_1.24. Materials/Supp-Hurtado	010-4300	228.95
P24-04862	Amazon Com	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	666.68

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P24-04863	Amazon Com	100	Mat & Sup	010-4300	63.34
P24-04864	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300 010-4418	665.92 631.37
P24-04865	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300 010-4418	908.53 833.55
P24-04866	Amazon Com	066	LCAP_1.13 - MAT/SUP - Instructional	010-4300	67.63
P24-04867	Amazon Com	041	LCAP_1.24(Mat-Sup) Headphone equipment- NCA	010-4300	2,860.21
P24-04868	Amazon Com	054	LCAP_1.24- matl/sup-instrctonal	010-4300	617.82
P24-04869	Amazon Com	055	LCAP_2.04 MAT/SUP FOR WELLNESS CENTER	010-4300 010-4418	593.70 715.49
P24-04870	Amazon Com	054	LCAP_1.24- Matl/sup-Instructional	010-4300	2,268.74
P24-04871	Amazon Com	054	LCAP_1.24- matl/sup-instrctonal	010-4300	276.61
P24-04872	Amazon Com	046	LCAP_2.04 for Wellness Ctr	010-4300	1,851.18
P24-04873	Amazon Com	046	LCAP_1.06 MATL/SUPL	010-4300	1,558.49
P24-04874	Amazon Com	046	LCAP_2.04 for Wellness Ctr	010-4300	365.15
P24-04875	Amazon Com	046	LCAP_1.06 MATL/SUPL	010-4300	1,048.80
P24-04876	Amazon Com	046	LCAP_1.06 MATL/SUPL	010-4300	897.76
P24-04877	Amazon Com	046	LCAP_1.06 MATL/SUPL	010-4300	2,535.49
P24-04878	Amazon Com	380	LCAP_1.30 Materials & supplies for Elizabeth N.	010-4300	162.43
P24-04879	Amazon Com	380	LCAP_1.30 Materials & supplies for Elizabeth N.	010-4300	102.82
P24-04880	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	296.88
P24-04881	Amazon Com	380	LCAP_1.30 Materials (PD) for Amanda Lee	010-4200	215.38
P24-04882	Amazon Com	380	LCAP_1.13 OT Materials & supplies for student IEP	010-4300	97.35
P24-04883	Amazon Com	315	LCAP_1.06 MATL/SUPL	010-4300	114.80
P24-04884	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	196.26
P24-04885	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	336.11
P24-04886	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	197.11
P24-04887	Amazon Com	066	LCAP_1.24- MTL/SUP-INSTRUCTIONAL (TK)	010-4300	186.79
P24-04888	Amazon Com	057	LCAP_1.24 MAterials and Supplies	010-4300	736.08
P24-04889	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	644.82
P24-04890	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	355.59
P24-04891	General Binding Corp.	066	LCAP_1.24 MAINT AGRMTS	010-5631	506.00
P24-04892	JOSE C. CASTANEDA PROVISION EN TERTAINMENT DJS	055	LCAP_1.24 END OF YEAR EVENT MAY 17TH	010-4300	650.00
P24-04893	General Binding Corp.	059	LCAP_1.24 MAINT AGRMTS	010-5631	577.70
P24-04894	Perma Bound Books	052	LCAP_1.24 - Books Othr Thn Txt	010-4200	3,370.00

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P24-04895	Amazon Com	038	LCAP_1.24-Materials/supp	010-4300	863.94
P24-04896	Hertzberg New Method Inc	040	LCAP_1.24 BOOKS OTHER THAN	010-5725	1,003.52
P24-04897	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	DEF MAINT.- SERVICE/ LEGAL AD (KAM CHILLER)	140-6500	3,570.30
P24-04898	Amazon Com	056	LCAP_1.24 MATL/SUPPL INSTRUCTIONAL	010-4300	161.22
P24-04899	Amazon Com	056	LCAP_1.24 MATL/SUPPL INSTRUCTIONAL	010-4300	220.18
P24-04900	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	563.89
P24-04901	Amazon Com	380	LCAP_1.30 Materials & supplies for Kathryn Small	010-4300	220.58
P24-04902	Amazon Com	380	LCAP_1.30 Materials & supplies for Emme L	010-4300	238.46
P24-04903	Amazon Com	380	LCAP_1.30 Materials & supplies for Emme La Rose	010-4300	37.26
P24-04904	Amazon Com	380	LCAP_1.30 Materials & supplies for Angelica V.	010-4300	39.44
P24-04905	Amazon Com	066	LCAP_1.13 - Material/Sup-Instructional	010-4300	29.63
P24-04906	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	120.66
P24-04907	Amazon Com	059	LCAP_1.13	010-4300	346.02
P24-04908	Amazon Com	053	LCAP_1.24-Materials/Supplies-Inst.	010-4300	420.16
P24-04909	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	33.46
P24-04910	Amazon Com	315	LCAP_1.06 MATL/SUPL ASP Counselor Drifill	010-4318	160.93
P24-04911	Lakeshore Learning Materials	059	LCAP_1.13 (Mat/Sup) M. Saltamachio	010-4300	76.45
P24-04912	Amazon Com	380	LCAP_1.30 MATLS/SUPPL(TRANSLATORS)	010-4300	324.40
P24-04913	Amazon Com	059	LCAP_1.13 (BKS Other Than Textbooks)	010-4200	71.51
P24-04914	Amazon Com	040	LCAP_1.24 BOOKS OTHER THAN	010-4200	68.82
P24-04915	Amazon Com	059	LCAP_1.13 (Mat/Sup) Barragan	010-4300	70.50
P24-04916	Amazon Com	059	LCAP_1.13 (Books Other than Textbooks)	010-4200	45.60
P24-04917	Amazon Com	059	LCAP_1.13 (Mat/Sup)	010-4300	932.20
P24-04918	Amazon Com	040	LCAP_1.24 MATL-SUPL	010-4300	212.57
P24-04919	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	56.97
P24-04920	Amazon Com	058	LCAP_1.13 Mtl's & Supplies SPED DiMento	010-4300	264.60
P24-04921	Amazon Com	380	LCAP_1_13- MATLS/ SUPPL	010-4300	161.79
P24-04922	Amazon Com	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	365.40
P24-04923	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	260.24
P24-04924	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	591.05
P24-04925	Amazon Com	060	LCAP_1.24 MATL/SUP-Instr. Office/Classrooms	010-4300	771.32
P24-04926	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4200	48.86
				010-4300	905.46

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P24-04927	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	113.08
P24-04928	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	190.33
P24-04929	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	376.81
P24-04930	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	406.30
P24-04931	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4200 010-4300	841.90 75.53
P24-04932	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	518.34
P24-04933	Amazon Com	058	LCAP_1.24 Mtl's & Supplies ELD DIMENTO	010-4300	325.62
P24-04934	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	271.04
P24-04935	Amazon Com	058	LCAP_1.24 Mtl's & Supplies Amstutz/Leos/Manley ELD	010-4300	711.59
P24-04936	Amazon Com	058	LCAP_1.24 Mtl's & Supplies Equip. Construction 1	010-4300	529.13
P24-04937	Amazon Com	066	LCAP_1.24-MATL/SUP-INSTRUCTIO NAL	010-4300	116.94
P24-04938	Amazon Com	059	LCAP_1.13 (Mat/Sup) E. Duarte	010-4300	72.91
P24-04939	Amazon Com	042	LCAP_1.24 MAT/SUPL	010-4300	257.69
P24-04940	Amazon Com	059	LCAP_1.13 (Mat/Sup)	010-4300	1,939.83
P24-04941	Amazon Com	345	LCAP_1.04_MTLS_Biliteracy (LCFF)	010-4200	579.66
P24-04942	Amazon Com	380	LCAP 1.13-Books	010-4200	2,003.76
P24-04943	Amazon Com	041	LCAP_1.13 (Mat-Sup) SPED allocation- Velarde	010-4300	269.81
P24-04944	Amazon Com	066	LCAP_1.13-MATL/SUP-INSTRUCTIO NAL (C.GARCIA)	010-4300	158.47
P24-04945	Amazon Com	066	LCAP_1.13 & LCAP_1.24 INSTRUCTIONAL (C.GARCIA)	010-4300	118.45
P24-04946	Amazon Com	210	mat/sup	010-4300	62.11
P24-04947	Amazon Com	058	LCAP_1.24 Mtl's & Suppliles 4/5 ELD funds	010-4300	1,917.35
P24-04948	Amazon Com	320	Mat/supplies_Our Lady of Guadalupe_Title IV	010-4300	506.76
P24-04949	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	1,528.23
P24-04950	Amazon Com	041	LCAP_1.24(Mat-Sup) Books - McMeekin & Hernandez	010-4200	671.97
P24-04951	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	355.20
P24-04952	Amazon Com	385	MAT/SUP- sanitary fixture	010-4300	29.27
P24-04953	Amazon Com	058	LCAP_1.24 Mtl's & Supplies Incentives-counselor	010-4300	640.09
P24-04954	Amazon Com	058	LCAP_1.24 Mtl's & Supplies student incentives 3	010-4300	689.62
P24-04955	Amazon Com	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	1,831.90
P24-04956	Lakeshore Learning Materials	058	LCAP_1.24 Mtl's & Supplies ELD 2nd grade	010-4300	1,284.58
P24-04957	Chef's Toys & Star Rest Equip	640	MATL/ SUP	130-4400	723.10
P24-04958	Chef's Toys & Star Rest Equip	640	6400	130-6400	13,258.51

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P24-04959	Chef's Toys & Star Rest Equip	640	EQU/4400	130-4400	2,806.14
P24-04960	Chef's Toys & Star Rest Equip	640	EQUIP	130-4400	4,541.68
P24-04961	Chef's Toys & Star Rest Equip	640	EQUIP	130-6400	31,252.99
P24-04962	Home Depot Inc	044	MATERIALS & SUPPLIES LCAP_1.24	010-4300	47.98
P24-04963	Grainger Inc	640	MATL/SUP	130-4300	249.59
P24-04964	Walmart	038	LCAP_1.24-MATL.SUPP-instructional (Mrs. G)	010-4300	108.30
P24-04965	UNDERWOOD FAMILY FARMS LP	040	LCAP_1.24 Farm Tour Fee	010-5800	240.00
P24-04966	Tom Rey Garcia dba/ Tomas Cafe & Gallery	040	LCAP_1.24 MATL/SUPP	010-4300	925.89
P24-04967	Walmart	057	LCAP_1.24 Materials and Supplies	010-4300	546.25
P24-04968	Dunn Edwards	630	LCAP_1.06 MATS SUPS/ELOP	010-5800	2,108.34
P24-04969	Foundation Building Matls, LLC	630	LCAP_1.06 MATS SUPS/ELOP	010-4300	3,840.88
P24-04970	Dunn Edwards	630	Equipment / Facilities	010-6400	11,104.22
P24-04971	Department Of Industrial Relat	630	Conveyance Fees / Curren	010-5800	225.00
P24-04972	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Rental/Kamala Chiller	010-5600	10,500.00
P24-04973	Dial Security	630	LCAP_1.06 SERV/ELOP	010-5800	250.00
P24-04974	Department Of Industrial Relat	630	Conveyance Fees / Drifill	010-5800	225.00
P24-04975	Ferguson Enterprises Inc	630	Plumbing Equipment / Elm	010-4400	2,274.25
P24-04976	AMERICAN BUILDING COMFORT SERV ICES, INC	630	Professional Services / Ritche	010-5800	1,015.62
P24-04977	Ferguson Enterprises Inc	630	Plumbing Equipment / Elm	010-4400	1,960.23
P24-04978	Department Of Industrial Relat	630	Conveyance Fees / Frank	010-5800	125.00
P24-04979	Amazon Com	054	LCAP_1.24-Matl/sup-instructional	010-4300	371.84
P24-04980	Amazon Com	041	LCAP_1.24(Mat-Sup) Books- Social Science	010-4200	271.53
P24-04981	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	1,502.12
P24-04982	Amazon Com	041	LCAP_1.24(Mat-Sup) Amazon- Higa	010-4300	371.96
P24-04983	Amazon Com	058	LCAP_1.24 Mtl's & Supplies incentives counselor	010-4300	1,001.76
P24-04984	Amazon Com	059	LCAP_1.13 (Mat/Sup)	010-4300	1,428.42
P24-04985	Amazon Com	056	LCAP_1.24 MATL/SUPPL INSTRUCTIONAL	010-4300	1,668.05
P24-04986	Lakeshore Learning Materials	058	LCAP_1.24 Mtl's & Sup ELD TK,K,1,3	010-4300	2,730.30
P24-04987	Lakeshore Learning Materials	057	LCAP_1.24 Materials and Supplies	010-4300	79.88
P24-04988	Lakeshore Learning Materials	057	LCAP_1.24 Materials and Supplies	010-4300	546.16
P24-04989	Lakeshore Learning Materials	044	LCAP_1.24_MATL	010-4300	174.76
P24-04990	Lakeshore Learning Materials	057	LCAP_1.24 Materials and Supplies	010-4300	2,077.90
P24-04991	Lakeshore Learning Materials	057	LCAP_1.24 Materials and Supplies	010-4300	537.85
P24-04992	Lakeshore Learning Materials	057	LCAP_1.24 Materials and Supplies	010-4300	543.09
P24-04993	Lakeshore Learning Materials	057	LCAP_1.24 Materials and Supplies	010-4300	1,082.02
P24-04994	ODP BUSINESS SOLUTIONS, LLC	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	369.64
P24-04995	ODP BUSINESS SOLUTIONS, LLC	057	LCAP_1.24 Materials and Supplies	010-4300	1,496.55

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P24-04996	ODP BUSINESS SOLUTIONS, LLC	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	932.85
P24-04997	ODP BUSINESS SOLUTIONS, LLC	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	321.80
P24-04998	ODP BUSINESS SOLUTIONS, LLC	057	LCAP_1.24 Materials and Supplies	010-4300	657.01
P24-04999	ODP BUSINESS SOLUTIONS, LLC	057	LCAP_1.24 Materials and Supplies	010-4300	891.59
P24-05000	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	10,390.07
P24-05001	Ccp Industries	003	stores supplies	010-9320	518.94
P24-05002	Extreme Clean	003	stores supplies	010-9320	3,532.05
P24-05003	Pioneer Chemical Co	003	stores supplies	010-9320	535.33
P24-05004	Uline	003	stores supplies	010-9320	1,227.40
P24-05005	Lakeshore Learning Materials-V	345	LCAP_1.08-Supplies-TOSA	010-4300	52.42
P24-05006	Amazon Com	038	LCAP_2.04 MAT/SUP Wellness Center-PBIS-Guillen	010-4300	566.36
P24-05007	Amazon Com	320	Comp Equip_Our Lady of Guadalupe_Title I	010-4418	21,988.46
P24-05008	Amazon Com	320	Comp Equip_Our Lady of Guadalupe_Title IV	010-4418	1,460.81
P24-05009	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	1,122.24
P24-05010	Amazon Com	056	LCAP_1.24 MATL/SUPPL INSTRUCTIONAL	010-4300	241.99
P24-05011	Amazon Com	355	LCAP_1.05 BOOKS FOR MATH	010-4200	190.48
P24-05012	Amazon Com	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	57.22
P24-05013	Amazon Com	355	LCAP_1.05 BOOKS FOR MATH	010-4200	3,775.46
P24-05014	Amazon Com	056	LCAP_1.24 MATL/SUPPL INSTRUCTIONAL	010-4300	228.05
P24-05015	Amazon Com	056	LCAP_1.24 MATL/SUPPL INSTRUCTIONAL	010-4300	198.95
P24-05016	Amazon Com	052	LCAP_1.24 - MATL/SUPL-Instr	010-4300	106.23
P24-05017	Amazon Com	058	LCAP_1.24 Mtl's & Supplies 24'-25' school year	010-4300	2,679.19
P24-05018	Amazon Com	058	LCAP_1.24 Mtl's & Supplies 24'-25' school year II	010-4300	897.92
P24-05019	Amazon Com	066	LCAP_1.24 -MATL/SUP-Instructional	010-4300	224.98
P24-05020	Gopher Sport	041	LCAP_1.24(Mat-Sup) PE	010-4300	4,489.23
P24-05021	Aswell Trophy And Engraving	042	LCAP_1.24 MATL-SUPL	010-4300	977.35
P24-05022	SCHOOL SERVICES OF CALIFORNIA, INC.	600	CONF-May Revision webinar.OEA,S.Thurman.5-21-24	010-5200	325.00
P24-05024	Insect Lore Products	058	LCAP_1.24 Mtl's & Supplies TK/K Science Project	010-4300	358.51
P24-05025	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	041	LCAP_1.24(Mat-Sup) Frank supplies	010-4300	4,268.40
P24-05026	Perma Bound Books	057	LCAP_1.24 Materials and Supplies	010-4200	8,502.91
P24-05027	COOLE SCHOOL	057	LCAP_1.24 Materials and Supplies	010-4300	1,558.97
P24-05028	Rochester 100, Inc	057	LCAP_1.24 Materials and Supplies	010-4300	379.31
P24-05029	Ventura Co Office Of Education	200	LCAP_1.20 - TPSL Training - Dev Human Cap	010-5200	1,000.00
P24-05030	Ventura Co Office Of Education	200	LCAP_1.20 - SERV - Dev Human Cap	010-5800	500.00

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P24-05031	Laurie Kolkman Firefly Ceramic s	055	LCAP_1.24/ FIELDTRIP AT-01785 04/18/24	010-4300	943.92
P24-05032	Perma Bound Books	058	LCAP_1.24 Mtl's & Supplies Books other than txtbks	010-4200	2,802.16
P24-05033	Amazon Com	380	LCAP_1.30_Matls/Suppl (Occupational Therapy)	010-4300	356.93
P24-05034	Amazon Com	054	LCAP_1.24- matl/sup-instructional	010-4300	806.14
P24-05035	Amazon Com	054	LCAP_1.24-Matl/sup-instructional	010-4300	215.56
P24-05036	Amazon Com	060	LCAP_1.24 MATL/SUP-Inst. Ms. Luna Kindness week #1	010-4300	249.55
P24-05037	Amazon Com	060	LCAP_1.24 MATL/SUP-Ins. Ms,Luna Kindness week #2	010-4300	51.07
P24-05038	Amazon Com	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4200	545.16
P24-05039	Amazon Com	315	LCAP_1.12 MATL/SUPL RSG	010-4300	3,084.68
P24-05040	Amazon Com	315	LCAP_1.12 MATL/SUPL RSG3	010-4300	2,301.81
P24-05041	Amazon Com	315	LCAP_1.12 MATL/SUPL RSG 4	010-4300	4,434.89
P24-05042	Amazon Com	048	LCAP_2.04 MAP/SUP for Wellness Ctr	010-4300	182.77
P24-05043	Amazon Com	057	LCAP_1.24 Materials and Supplies	010-4300	90.82
P24-05044	Amazon Com	053	LCAP_1.24 Materials/Supplies-Instructional	010-4300	118.84
P24-05045	Amazon Com	048	LCAP_1.24 MTLs/BOOK OTHER THAN TEXTBOOKS	010-4200	454.14
P24-05046	Amazon Com	058	LCAP_1.24 Mtl's & Supplies 2024-2025 needs	010-4300	237.21
P24-05047	Amazon Com	052	LCAP_1.24 - MATL/SUP-Instr	010-4300	163.82
P24-05048	Amazon Com	380	LCAP_1.13 Materials & supplies for Driffill OT	010-4300	6,296.43
P24-05049	Amazon Com	052	LCAP_1.13 - BooksOtherthanText - Intstruc	010-4200	126.86
P24-05050	Amazon Com	040	LCAP_1.24 MATL-SUPL	010-4300	305.26
P24-05051	Amazon Com	058	LCAP_1.13 Mtl's & Supplies SPED Manley	010-4300	233.10
P24-05052	Amazon Com	058	LCAP_1.13 Mtl's & Supplies SPED Ms. LEOS	010-4300	232.15
P24-05053	Amazon Com	058	LCAP_1.13 MTL'S & SUPPLIES SPED AMSTUTZ	010-4300	226.28
P24-05054	Amazon Com	042	LCAP_2.04 MAT/SUP Wellness Ctr. Fremont	010-4400	2,697.32
P24-05055	Amazon Com	040	LCAP_1.24 MATL-SUPL	010-4300	504.25
P24-05056	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	231.55
P24-05057	Amazon Com	056	LCAP_1.24 MATL/SUPPL INSTRUCTIONAL	010-4300	1,013.59
P24-05058	Amazon Com	315	LCAP_1.12 MATL/SUPL RSG	010-4300	3,200.80
P24-05059	Amazon Com	058	LCAP_1.24 Mtl's & Supplies Books ELD TitleIII	010-4200	995.41

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P24-05060	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	196.91
P24-05061	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	273.57
P24-05062	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Books)	010-4200	99.12
P24-05063	Amazon Com	051	LCAP_1.24 MAT/SUPPLIES (Instructional)	010-4300	346.89
P24-05064	Amazon Com	058	LCAP_1.13 Mtl's & Supplies Alferes SPED	010-4300	195.97
P24-05065	Amazon Com	059	LCAP_1.13 (Mat/Sup)	010-4300	891.77
P24-05066	Amazon Com	040	LCAP_1.24 MATL-SUPL/PARENT ENGAGEMENT	010-4300	578.71
P24-05067	Amazon Com	059	LCAP_1.13 (Mat/Sup)	010-4300	537.44
P24-05068	Amazon Com	054	LCAP_1.24-matl/sup-instructional	010-4300	847.82
P24-05069	Amazon Com	059	LCAP_1.13 (Mat/Sup)	010-4300	121.42
P24-05070	Amazon Com	038	LCAP_1.24-Materials/supp	010-4300	767.15
P24-05071	Learning Without Tears	315	LCAP_1.12 TXT MTRL/SUPPLY	010-4300	12,825.50
P24-05072	Lakeshore Learning Materials	315	LCAP_1.12 MATL-SUPL/RSG	010-4300	58,651.64
P24-05073	Learning Resources	315	LCAP_1.12 MATL/SUPL RSG	010-4300	546.14
P24-05074	Amazon Com	059	LCAP_1.13 (Mat/Sup) Infant	010-4300	39.48
P24-05075	Amazon Com	038	LCAP_1.24-Materials/supp	010-4300	1,942.53
P24-05076	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	558.60
P24-05077	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	402.95
P24-05078	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	326.45
P24-05079	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	485.50
P24-05080	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	326.89
P24-05081	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	229.05
P24-05082	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	282.70
P24-05083	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	390.58
P24-05084	Rochester 100, Inc	044	MATERIALS & SUPPLIES LCAP_1.24	010-4300	950.48
P24-05085	American Assoc of Interpreters and Translators in Educatio	100	CONF - AAITE	010-5200	274.00
P24-05086	CITY OF LOS ANGELES LOS ANGELE S ZOO	054	LCAP_1.24- Serv Instructional	010-5800	299.00
P24-05088	Printech	054	LCAP_1.24- materials and supplies	010-4318 010-5800	484.54 64.90
P24-05089	IMAGINE LEARNING LLC	054	LCAP_1.24- Matl/sup-instructional	010-4300	62.44
P24-05090	CPI	380	LCAP_1.30 MEMBERSHIP (S. NOVAK)	010-5300	200.00
P24-05091	Facilitron, Inc.	380	LCAP_1.30_ Travel & Conference	010-5200	682.32
P24-05092	Apple Computer Inc	048	LCAP_2.04 EQUIP for Wellness Ctr	010-4318 010-4418	738.08 1,407.89
P24-05093	AMERICA'S TEACHING ZOO	054	LCAP_1.24- Serv- Instructional	010-5800	480.00
P24-05094	Teachers Pay Teachers	380	LCAP_1.30 Materials & supplies for Sally Cantos	010-4300	249.47
P24-05095	Life Between Summers LLC	040	LCAP_1.24 MATL-SUPL	010-4300	204.84

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P24-05096	Super Duper Inc	380	LCAP_1.30 Materials & supplies for Aimee V.	010-4300	240.19
P24-05097	Amazon Com	200	MATL/SUPP	010-4300	57.94
P24-05098	Amazon Com	044	MATERIALS & SUPPLIES LCAP 1.24	010-4300	290.56
P24-05099	Amazon Com	004	MAT/SUP-IT Dept	010-4300	134.91
P24-05100	Amazon Com	044	MATERIALS & SUPPLIES LCAP_1.24	010-4300	447.46
P24-05101	Amazon Com	640	MATL/SUP	130-4300	247.37
P24-05102	Franklin Covey	380	LCAP_1.13 Materials for Training	010-4300	15,751.18
P24-05103	BC RINCON CONSTRUCTION INC	650	DEF MAINT- PAVEMENT REHAB (KAM/MCA/SL)	140-6173	893,727.65
P24-05104	COSTCO WHOLESALE CORPORATION	048	LCAP_1.24 MTL/SUPL-INSTR	010-4300	2,000.00
P24-05105	ROBERT T. HACKENSON JR. DYNAMI C INFLUENCE	038	LCAP_1.24 (SERV/TITLE I)	010-5800	5,495.00
P24-05106	Mobile Ed Productions, Inc	041	SERV / TITLE 1(GOAL 1, ACTION 25)	010-5800	1,795.00
P24-05107	Amazon Com	046	LCAP_1.24 MATL-SUPL (INST)	010-4300	1,353.76
P24-05108	Amazon Com	044	MATERIALS & SUPPLIES LCAP 1.24	010-4300	1,191.63
P24-05109	Amazon Com	060	LCAP_1.24 MATL/SUP-Ins	010-4318	60.89
P24-05110	Amazon Com	041	LCAP_2.04(Mat-Sup) Wellness Center- Frank	010-4418	286.19
P24-05111	Amazon Com	044	MATERIALS & SUPPLIES LCAP 1.24	010-4300	1,201.70
P24-05112	ATLAS TECH. CONSULTANTS LLC	630	6271- MCIF	214-6271	2,350.00
P24-05113	TRI-COUNTY OFFICE FURNITURE	300	LCAP_1.14 FURN (Interpreter/Com. Supp. Liason)	010-4400	6,801.36
P24-05114	AUTISM SOCIETY VENTURA COUNTY	038	LCAP_1.06 SERV-Registration Autism Run	010-5800	650.25
P24-05115	Bjorem Speech Publications	380	LCAP_1.30 Materials & supplies for Cinthya Lewis	010-4300	271.89
P24-05116	NANCY PAULSON EXTREME MATH	315	LCAP_1.06 Material & Supplys	010-4300	545.63
P24-05117	CITY OF LOS ANGELES LOS ANGELE S ZOO	055	LCAP_1.24 MARSHALL TO LA ZOO ON 6/13/24	010-5712	241.00
P24-05118	SCHOOL TECH SUPPLY	380	LCAP_1.13 EQUIP (KROENER)	010-4318	2,199.90
P24-05119	EKC ENTERPRISES, INC.	051	LCAP_1.24 EQUIP/SUPL	010-4418	2,948.58
P24-05120	Jolly Jumps	051	LCAP_1.24 RENTAL	010-5600	1,496.50
P24-05121	SCHOLASTIC-FACE AND LITERACY I NITIATIVES	059	LCAP_1.13 (Books Other Than Textbooks)	010-4200	3,017.43
P24-05122	CDW G	054	LCAP_1.24-comp	010-4318 010-4418	336.92 1,107.00
P24-05123	SCHOOL TECH SUPPLY	059	LCAP_1.13 (Comp)	010-4400	769.74
P24-05124	BMI Systems Group	003	MATLS/ SUPL	010-4300	1,073.25
P24-05125	Discount School Supply	380	LCAP_1.30 Materials & supplies for ESY 2024	010-4300	3,063.53
P24-05126	ReadRight LLC ReadBright	066	LCAP_1.24 -Books other than Textbooks	010-4200	226.58
P24-05127	Amazon Com	044	LCAP_1.13 MATERIALS & SUPPLIES	010-4300	175.88

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P24-05128	Amazon Com	044	LCAP_1.13 MATERIALS & SUPPLIES	010-4300	83.64
P24-05129	CalSPRA	315	LCAP_3.02 MEMBERSHIP	010-5300	250.00
P24-05130	SANTA BARBARA ZOO	051	LCAP_1.24 SERVICES (Instruction)	010-5800	867.00
P24-05131	ODP BUSINESS SOLUTIONS, LLC	042	LCAP_1.13 MATL-SUPL	010-4300	162.49
P24-05132	Ventura Co Star	320	SERV- LEGAL AD (RFP - ASSESSMENT)	010-5800	329.76
P24-05133	SMART AND FINAL-C.I. BLVD	054	LCAP_1.24-Matl/sup-instructional	010-4300	600.00
P24-05134	Lowe's	042	LCAP_1.24 MATL-SUPL	010-4300	262.35
P24-05135	AMERICAN BUILDING COMFORT SERVICES, INC	630	Professional Service / McKinna	010-5800	985.00
P24-05136	Amazon Com	060	LCAP_1.13 MATL/SUP-Ins. Eman SPeD order	010-4300	266.71
P24-05137	Amazon Com	044	MATERIALS & SUPPLIES LCAP 1.13	010-4300	206.03
P24-05138	Amazon Com	044	LCAP_1.13 MATERIALS & SUPPLIES	010-4300	64.96
P24-05139	Department Of Industrial Relat	630	Conveyance Fees / McKinna	010-5800	225.00
P24-05140	Department Of Industrial Relat	630	Conveyance Fees / Chavez	010-5800	450.00
P24-05141	Department Of Industrial Relat	630	Conveyance Fees / Elm	010-5800	225.00
P24-05142	Department Of Industrial Relat	630	Conveyance Fees / Soria	010-5800	450.00
P24-05143	Department Of Industrial Relat	630	Conveyance Fees / Kamala	010-5800	225.00
P24-05144	Department Of Industrial Relat	630	Conveyance Fees / Harrington	010-5800	225.00
P24-05145	Department Of Industrial Relat	630	Conveyance Fees / Marshall	010-5800	225.00
P24-05146	The Hotel at UMCP, LLC	380	LCAP_1.13_ Travel & Conference hotel- interpreters	010-5200	4,049.92
P24-05147	Lakeshore Learning Materials	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	152.93
P24-05148	Southpaw Enterprises Inc	380	LCAP_1.13 Mat/Supp(Motor Room)	010-4300	579.28
P24-05149	JS Hospitality Group, LLC Courtyard by Marriott Oxnard	345	LCAP_1,04_Serv_Pathway	010-5800	46,627.00
P24-05150	Meathead Movers Inc	315	LCAP_1.06 Professional Services	010-5800	25,000.00
P24-05151	Printech	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	521.67
P24-05152	CDW G	610	LCAP_1.24 COMP EQUIP	010-4418	3,865.88
P24-05153	Ashton Awards Inc Aswell Trophy	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	20.21
P24-05154	Morris Printing Group, Inc School Mate	054	LCAP_1.24-matl/sup-instructional	010-4300	1,313.62
P24-05155	SCHOOL TECH SUPPLY	630	Computer Equipment	010-4418	4,144.37
P24-05156	Children's Museum of Santa Barbara, MOXI	066	LCAP_1.24 - SERVICE-Instructional	010-5800	812.00
P24-05157	Jones School Supply Co Inc	040	LCAP_1.24 MATL-SUPL	010-4300	683.44
P24-05158	LITERACY RESOURCES	066	LCAP_1.24 BOOKS OTHER THAN TEXTBOOKS-Instructional	010-4200	101.77
P24-05159	Hand2mind	355	LCAP_1.05 MATERIALS FOR MATH	010-4300	1,430.88
P24-05160	IMAGE ONE CORP	600	SERV-LCFF.IncomeSurveyForm24-25.Support Maint	010-5800	1,950.00
P24-05161	SCHOOL SERVICES OF CALIFORNIA, INC.	600	CONF-May Revision webinar.OSSA.S.Hermesh.5-21-24	010-5818 010-5200	6,864.77 325.00

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P24-05162	Ventura Co Office Of Education	048	LCAP_1.24 BOOKS OTHER THAN TEXTBOOKS-INSTR	010-4200	251.28
P24-05163	ALASKA AIRLINES INC	100	AAITE Flight Arrangements	010-5200	601.21
P24-05164	Uline	046	LCAP_2.04 MAT/SUP for Wellness Ctr	010-4300	5,539.16
				010-4400	1,281.94
P24-05165	CUMMINS PACIFIC, LLC	620	LCAP_4.04 SUPPL-REP	010-5632	5,000.00
P24-05167	Ventura Co Star	600	SERV-Legal Ad-Public Hearing.AdoptedBudget24-25	010-5800	142.67
P24-05168	Ventura Co Star	600	SERV-Legal Ad-Public Hearing.RA_EasementCovenant	215-6250	350.94
P24-05169	ALVARO VENEGAS dba. SWEAT III	048	LCAP_1.06 MTLs/SUPL-PROFESSIONAL CONSULTING	010-5800	24,000.00
P24-05170	WYNDHAM SAN DIEGO BAYSIDE	040	LCAP_1.24 CONF/TRAV	010-5200	701.54
P24-05171	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SVC/ LEGAL AD- (RITCHEN LEASE LEASEBACK MOD)	215-6250	329.76
P24-05172	JS Hospitality Group, LLC Cour tyard by Marriott Oxnard	315	LCAP_1.12 Summer PD	010-5800	18,044.24
P24-05173	BARNES AND NOBLE BOOKSELLERS, INC.	057	LCAP_1.24 Materials and Supplies	010-4200	542.78
P24-05174	Ashton Awards Inc Aswell Troph y	048	LCAP_1.24 MTLs/SUPL-INSTR	010-4300	125.40
P24-05175	Positive Promotions	060	LCAP_1.24 MATL/SUP-Ins Ms. Luna RRW	010-4300	504.38
P24-05176	Lakeshore Learning Materials	052	LCAP_1.24 - MATL/SUPL/Instr	010-4300	75.35
P24-05177	Demco Inc	038	LCAP_1.24-MATL/SUPP-Library	010-4300	205.54
P24-05178	Lakeshore Learning Materials	059	LCAP_1.13 (Mat/Sup)	010-4300	1,786.13
P24-05179	General Binding Corp.	048	LCAP_1.24-NON CAPITALIZED EQUIP	010-4400	2,831.05
P24-05180	BARNES AND NOBLE BOOKSELLERS, INC.	036	LCAP_1.13 MATL-SUPL (INST)	010-4300	78.55
P24-05181	Calif Assn Of Latino Supt & Ad	040	LCAP_1.24 CONF/TRAV	010-5200	850.00
P24-05182	American Assoc of Interpreters and Translators in Educatio	380	LCAP_1.13_ Travel & Conference for interpreters	010-5200	1,356.00
P24-05183	ACSA/FEA	600	CONF-ACSA 5-3-24.pl	010-5200	75.00
P24-05184	Walmart	041	LCAP_1.24(Mat-Sup) Inst. incentive supplies	010-4300	575.40
P24-05185	Southwest Airlines	380	LCAP_1.13_ Travel & Conference for Interpreters	010-5200	3,711.84
P24-05186	Ashton Awards Inc Aswell Troph y	360	LCAP_3.10 Plaques for Migrant Speech Winners	010-4300	72.65
P24-05187	Jostens, Inc	050	LCAP_1.24 MATL-SUPL (INST)	010-4300	2,477.79
P24-05188	NATIONAL ASSOC OF SCHOOL PSYCH OLOGISTS, INC.	380	LCAP_1.30 Membership renewal	010-4300	230.00
P24-05189	PANERA BREAD COMPANY PANERA LL C	640	SUP - Staff meeting 4/17	130-4300	233.97
P24-05190	Superior Sanitary Supplies	003	stores supplies	010-9320	504.74

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Includes Purchase Orders dated 03/27/2024 - 05/01/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-05191	PPG ARCHITECT COATINGS, LLC	003	stores supplies	010-9320	648.95
P24-05192	CPI	380	LCAP_1.30 MEMBERSHIP (D. GARCIA)	010-5300	200.00
P24-05193	School Health Corporation	003	stores supplies	010-9320	624.25
P24-05194	CALIF SCHOOL NUTRITION ASSOC.	640	MEMBERSHIP	130-5300	211.00
P24-05195	ARROW RESTAURANT EQUIPMENT & SUPPLIES INC	640	EQUIP	130-4400	4,298.99
P24-05196	Ccp Industries	003	stores supplies	010-9320	729.24
P24-05197	Stix Holdings, LLC	640	SUP	130-4300	434.75
P24-05198	CN School & Office Sol, Inc Cui-ver-Newlin	044	LCAP_1.2 - EQUIP (LATERAL FILE)	010-4300	1,619.77
P24-05199	NORTHERN SPEECH SERVICES, INC	380	LCAP_1.30 Materials & supplies for Lauren Moore	010-4300	189.61
P24-05200	Michaels Stores, Inc	380	LCAP_1.13 Materials & supplies for Alison R.	010-4300	1,473.89
P24-05201	Amazon Com	003	stores supplies	010-9320	1,500.58
P24-05202	OLD NEW YORK BAGEL & DELI CO INC.	380	LCAP_1.30 Food for all day training	010-4300	2,708.90
P24-05203	ODP BUSINESS SOLUTIONS, LLC	003	stores supplies	010-9320	6,366.22
P24-05204	Jolly Jumps	051	LCAP_1.24 RENTAL	010-5600	185.50
P24-05205	Lakeshore Learning Materials	059	LCAP_1.13 (Mat/Sup)	010-4300	70.96
P24-05206	Perma Bound Books	051	LCAP_1.24 BOOKS (Instruction)	010-4200	14,740.84
P24-05207	FOLLETT SCHOOL SOLUTIONS, INC	054	LCAP_1.24- matl/sup-instructional	010-4200	4,500.00
P24-05208	Digital Scepter Corporation	004	SERV-DigitalScepter	010-5800	131,250.00
P24-05209	CDW G	004	MAT/SUP- Visitor Kiosk	010-4300	590.16
P24-05210	EVENTOS ANA, INC.	051	LCAP_1.24 RENTAL/SERVICE	010-5600	198.00
P24-05211	Coast To Coast Computer Prod	036	LCAP_1.24_ MATL-SUPL (INST)	010-4300	865.26
P24-05212	School Datebooks	038	LCAP_1.24 MATL-SUPL (INST)	010-4300	2,831.37
P24-05213	SCHOLASTIC-BOOK FAIRS	048	LCAP_1.24 SERVICES-INSTR	010-5800	4,771.19
P24-05214	AMERICA'S TEACHING ZOO	048	LCAP_1.24 (SVC/FT)	010-5800	490.00
P24-05215	Ventura Co Office Of Education	059	LCAP_1.13 (Trav/Conf)	010-5200	40.00
P24-05216	MOBILE MINI TANK+PUMP	610	Prof. Service/McA Water Damage/claim #GHC0040810	010-5800	3,379.80
P24-05217	J & H Engineering General Contractors, Inc.	650	DEF MAINT- PAVEMENT REHAB (LOPEZ/MW/RAM)	140-6173	1,010,262.78
P24-05218	Teachers Pay Teachers	052	LCAP_1.24 - MATL/SUPL-INSTR	010-4300	109.63
P24-05219	SCHOOL TECH SUPPLY	044	MATERIALS & SUPPLIES LCAP_1.24	010-4300	1,263.77
P24-05220	CDW G	051	LCAP_1.24 COMPUTER EQUIPMENT	010-4418	1,291.17
P24-05221	ZAPOPAN BUSINESS GROUP LLC WORLD WIDE IMAGING SUPPLIES	038	LCAP 1.24-Mat/sup-Toner	010-4300	6,394.57
P24-05222	AG Designs 805 Inc.	038	LCAP_1.24 MATL-SUPL	010-4300	1,529.41
P24-05223	VENTURA COUNTY BUSINESS MACHINES	041	LCAP_1.24(Mat-Sup) Repairs- office equipment	010-5632	655.50

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Includes Purchase Orders dated 03/27/2024 - 05/01/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-05224	Petroleum Telecom Inc DBA Telecom	060	lcap_1.24 MATL/SUP-Ins Telecom	010-4300	999.09
P24-05225	Printech	032	LCAP_1.24 MATL-SUPL (INST)	010-4300	352.79
P24-05226	Lakeshore Learning Materials	052	LCAP_1.13 - MATL/SUPL-INSTR	010-4300	63.35
P24-05227	T & D Rentals Inc	315	LCAP_1.06 SERV/ELOP	010-5712	3,386.75
P24-05228	ODP BUSINESS SOLUTIONS, LLC	041	LCAP_1.24(Mat-Sup) Tech.- Reich	010-4318	577.93
P24-05229	SPRINGHILL SUITES BY MARRIOTT LA DOWNTOWN BURBANK	300	LCAP_1.19 Travel-Conf Instruction CalEd Partners	010-5200	1,495.20
P24-05230	Veritiv Operating Company	003	stores supplies	010-9320	22,395.62
P24-05231	ODP BUSINESS SOLUTIONS, LLC	038	LCAP 1.24-Mat/supp-Toner	010-4300	3,024.23
P24-05232	Ventura Co Office Of Education	355	LCAP_1.19 - TRAVEL & CONF.PD MATH	010-5200	280.00
P24-05233	COSTCO WHOLESALE CORPORATION	051	LCAP_1.24 MAT/SUPPLIES	010-4300	300.00
P24-05234	AMERICA'S TEACHING ZOO	056	LCAP_1.24_Entrance fee Moorpark Zoo1stgradeAccount	010-5800	500.00
P24-05235	ODP BUSINESS SOLUTIONS, LLC	385	LCAP_2.05 MAT/SUP - (Mental Health) MHSPD Grant	010-4400	752.91
P24-05236	Ventura Co Office Of Education	385	CONF	010-5200	100.00
P24-05237	Epmov, Inc. dba. Farm Cart Organics	640	SUP	130-4700	121,301.00
P24-05238	US Bank - Corporate Trust	600	Service Fees for 2016 COP	010-5800	2,200.00
P24-05239	Variphy, Inc.	004	SERV-Phone Monitoring System	010-5800	9,900.00
P24-05240	Learning Without Tears	ERC	LCAP_1.29 TXTBK & INST MATLS	010-4200	13,057.95
P24-05241	International E-Z UP Inc	315	LCAP_1.06 Mtrl (OSD Creates)	010-4300	4,704.31
P24-05242	Turf Star	630	Grounds Equipment Repair	010-5632	2,392.27
P24-05243	Houghton Mifflin Harcourt	ERC	LCAP_1.29 TXTBK & INST MATLS	010-5818	300,000.00
P24-05244	S & S WORLDWIDE, INC	315	LCAP_1.06 MATL/SUPL	010-4300	559.47
P24-05245	UC REGENTS	380	LCAP_1.30_ Travel & Conference for Psychs	010-5200	1,725.00
P24-05246	FoodService Sustainability Solutions, LLC.	640	EQUIP	130-6400	27,000.00
P24-05247	Lakeshore Learning Materials	044	MATERIALS & SUPPLIES LCAP_1.24	010-4300	952.49
P24-05248	PANERA BREAD COMPANY PANERA LLC	042	LCAP_1.09 MATL-SUPL	010-4300	238.40
P24-05249	Urbane Cafe Alex Bello-Mgr	042	LCAP_1.09 MATL-SUPL	010-4300	369.48
P24-05250	BARNES AND NOBLE BOOKSELLERS, INC.	300	MATL/SUP (LCAP 1.34)	010-4200	523.58
P24-05251	WOOD RANCH VENTURA, LP	042	LCAP_2.04 MAT/SUP Wellness Ctr. Fremont	010-4300	760.72
P24-05252	Best Buy	315	LCAP_1.06 Equip OSD Creates	010-4318	721.02
P24-05253	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-B. SEABERT)	010-5100	25,200.00
P24-05254	Every Special Child LLC	380	LCAP_2.09_SERV(PARA-J.JOHNSON)	010-5100	25,200.00

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Includes Purchase Orders dated 03/27/2024 - 05/01/2024

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P24-05255	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	385	TRAVEL AND CONF	010-5200	130.00
P24-05256	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	054	mat/sup-instructional	010-4300	109.25
Total Number of POs				590	
				Total	3,847,795.16

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	563	1,536,462.49
130	CAFETERIA FUND	17	218,592.95
140	DEFERRED MAINTENANCE FUND	3	1,907,560.73
214	BOND FUND MEASURE D 2016	1	2,350.00
215	BOND FUND MEASURE I 2022	5	108,538.99
350	COUNTY SCHOOL FACILITY FUND	1	74,290.00
		Total	3,847,795.16

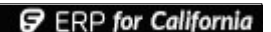
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Includes Purchase Orders dated 03/27/2024 - 05/01/2024

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P22-01685	42,800,322.17	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRAC	13,671.71
		215-6270	BOND FUND MEASURE I 2022/MAIN BUILDING CONTRAC	129,663.02
			Total PO P22-01685	143,334.73
P23-04964	4,320,445.48	350-6270	COUNTY SCHOOL FACILITY FUND/MAIN BUILDING CONT	123,225.48
P24-00056	2,000.00	010-5570	GENERAL FUND/UTILITIES TRASH	500.00
P24-00058	350.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	150.00
P24-00109	4,370.00	010-5632	GENERAL FUND/REPAIRS	2,185.00
P24-00184	40,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	15,000.00
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	21,560.88
			Total PO P24-00184	36,560.88
P24-00185	67,500.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	25,603.00
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	13,530.51
			Total PO P24-00185	39,133.51
P24-00193	1,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	199.37
P24-00240	30,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,149.19
P24-00259	10,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,000.00
P24-00303	12,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,000.00
P24-00362	7,500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	2,000.00
P24-00387	5,900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	900.00
P24-00408	5,450.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	450.00
P24-00471	7,000.00	010-5632	GENERAL FUND/REPAIRS	4,000.00
P24-00476	11,000.00	010-5632	GENERAL FUND/REPAIRS	1,000.00
P24-00495	10,750.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,325.27
P24-00524	5,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,700.00
P24-00588	1,068.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P24-00615	300.00	010-5632	GENERAL FUND/REPAIRS	100.00
P24-00642	3,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P24-00664	10,000.00	010-5632	GENERAL FUND/REPAIRS	5,000.00
P24-00708	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P24-00737	179,643.18	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,687.50
P24-00777	1,760.40	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	609.46
P24-00840	8,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,500.00
P24-00841	3,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P24-00843	3,657.45	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	490.33
P24-00849	5,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P24-00869	10,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	80.00
		010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	20.00
			Total PO P24-00869	100.00
P24-00873	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	511.80
P24-00892	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	374.82

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Includes Purchase Orders dated 03/27/2024 - 05/01/2024

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P24-00905	4,131.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	800.00-
P24-01083	2,765.89	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	318.01-
P24-01186	110,000.00	130-4700	CAFETERIA FUND/FOOD	40,000.00-
P24-01200	100,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00-
P24-01201	110,000.00	130-4700	CAFETERIA FUND/FOOD	40,000.00-
P24-01202	110,000.00	130-4700	CAFETERIA FUND/FOOD	40,000.00-
P24-01204	110,000.00	130-4700	CAFETERIA FUND/FOOD	40,000.00-
P24-01206	70,000.00	130-4700	CAFETERIA FUND/FOOD	40,000.00
P24-01231	80,000.00	130-4700	CAFETERIA FUND/FOOD	50,000.00
P24-01232	70,000.00	130-4700	CAFETERIA FUND/FOOD	40,000.00
P24-01233	70,000.00	130-4700	CAFETERIA FUND/FOOD	40,000.00
P24-01235	70,000.00	130-4700	CAFETERIA FUND/FOOD	40,000.00
P24-01569	3,900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,200.00
P24-01713	17,175.00	514-7434	BOND INTEREST REDEMPTION 2016/Bond Int & Other Svc	1,850.00
P24-01836	983.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	257.75
P24-01891	9,167.58	130-4700	CAFETERIA FUND/FOOD	4,580.00
P24-01892	9,168.18	130-4700	CAFETERIA FUND/FOOD	4,580.00
P24-01917	7,229.26	350-6171	COUNTY SCHOOL FACILITY FUND/ENVIRONMENTAL STL	466.26
P24-02132	5,068.02	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,068.02
P24-02589	3,483,478.73	350-6250	COUNTY SCHOOL FACILITY FUND/OTHER COSTS/PLANN	16,138.95
P24-03432	277.54	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20.26-
P24-03433	701.45	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	63.66-
P24-03434	693.63	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	46.00-
P24-03436	482.73	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	72.71-
P24-03438	584.41	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	169.17-
P24-03442	347.93	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	38.36
P24-03493	8,937.24	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	.14
P24-03536	462.20	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	258.60
P24-03572	4,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00-
P24-03671	2,750.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00-
P24-03704	1,638.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	546.25
P24-04138	182,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	49,585.44
P24-04293	553.95	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	119.21-
P24-04303	171.41	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	171.41
P24-04344	1,691.82	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	101.34
P24-04427	196.31	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	196.31
P24-04431	628.66	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	110.78
P24-04433	580.11	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	96.72-
P24-04451	306.09	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	11.92-
P24-04452	166.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	166.03
P24-04476	3,740.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	990.00-
P24-04488	2,193.43	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1.27

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PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P24-04492	306.72	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	15.49-
P24-04518	481.16	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	35.41
P24-04530	1,002.24	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	274.09
P24-04543	1,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P24-04551	74.49	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	151.88-
P24-04552	396.14	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20.72-
P24-04566	546.58	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	248.27
P24-04568	306.48	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	7.86-
P24-04571	842.42	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	54.32
P24-04575	58.13	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	.86
P24-04578	428.73	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	7.15-
P24-04583	186.27	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	18.19-
P24-04586	68.76	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	6.66-
P24-04627	849.60	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	412.60
Total PO Changes				455,844.19

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OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 15, 2024

Agenda Section: Section C: Consent Agenda

**Setting of Date for Public Hearing – Oxnard School District 2024-2025 Proposed Budget
(Mitchell/Núñez)**

It is appropriate that the Board of Trustees set the date of Wednesday, June 5, 2024 for a public hearing on the Oxnard School District 2024-2025 Proposed Budget.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Fiscal Services that the Board of Trustees set the date of Wednesday, June 5, 2024 for a public hearing on the Oxnard School District 2024-2025 Proposed Budget.

ADDITIONAL MATERIALS:

Attached: [Notice of Public Hearing \(1 page\)](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street ♦ Oxnard, California 93030 ♦ 805/385-1501 ♦ www.oxnardsd.org

PUBLIC HEARING NOTICE

Oxnard School District 2024-2025 Proposed Budget

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing on 2024-2025 Proposed Budget at a regular meeting of the Board of Trustees on June 5, 2024 at 7:00 pm, or as soon thereafter as this matter may be heard, in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees of the Oxnard School District will consider the adoption of the 2024-2025 Proposed Budget.

The 2024-2025 Proposed Budget is available for review from May 31 to June 5, 2024 at the District's administrative office is located at 1051 South A Street, Oxnard, CA 93030 during normal business hours. Any questions regarding concerning this matter should be directed to Valerie Mitchell, Assistant Superintendent of Business and Fiscal Services at (805) 385-1501, ext. 2401.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 15, 2024

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Fuentes)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: New hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations and leaves of absence.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the Personnel Actions as presented.

ADDITIONAL MATERIALS:

Attached: [ANNUAL TEACHER ASSIGNMENT REPORT 05012024.pdf](#)

[Classified Personnel Actions 05.15.24 \(2 pgs\).pdf](#)

[Certificated_Personnel_Actions_05.15.24 v.2.pdf](#)

May 15, 2024

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2
2024/2025

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

Education Code 44256 (b) allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught (Grades K-8).

<u>Name</u>	<u>Subject</u>
Joel Doswell	Music

New Hires

Marin, Maria	Transportation Driver, Position #8705 Transportation 5.5 hrs./183 days	04/29/2024
Ruiz, Vanessa M.	Mental Health Clinician, Position #12174/12175 Pupil Services 8.0 hrs./220 days	05/06/2024
Vazquez, Sarah E.	Payroll Technician, Position #9175 Budget & Finance 8.0 hrs./246 days	05/20/2024

Limited Term/Substitutes

Davalos, Elissa M.	Paraeducator (Substitute)	04/11/2024
Garcia, Salomon	Paraeducator (Substitute)	04/15/2024
Lee, Angela R.	Paraeducator (Substitute)	04/29/2024
Pacheco, Karisa	Paraeducator (Substitute)	04/15/2024
Mendoza Ruiz, Yessenia M.	Paraeducator (Substitute)	04/15/2024
Zavala, Ezequiel	Paraeducator (Substitute)	04/17/2024

Corrections

Fuentes, Andrea	Paraeducator (Substitute)	04/15/2024 04/08/2024
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Promotions

Chinas, Mayte B.	Secretary, Position #10202 Equity Family and Community Engagement 8.0 hrs./246 days Office Assistant II, Position #10625 Marshall 8.0 hrs./202 days	05/06/2024
Naranjo, Antonio	Outreach Specialist, Position #12213 Pupil Services 8.0 hrs./180 days Intermediate School Secretary, Position #6245 Curren 8.0 hrs./191 days	05/06/2024
Romero, Margarita C.	After School Program Site Coordinator, Position #11704 Enrichment & Specialized Programs 8.0 hrs./246 days Child Nutrition Worker, Position #185 Harrington 5.0 hrs./185 days	04/29/2024

Transfers

Aguirre, Alexis	Paraeducator Special Education, Position #2682 Rose 5.75 hrs./183 days Paraeducator Special Education, Position #10594 Special Education 5.75 hrs./183 days	04/29/2024
Feliciano, Justin M.	Custodian, Position #2399 Soria 8.0 hrs./246 days Custodian, Position #6448 Driffill 4.0 hrs./246 days	04/22/2024

Transfers (cont.)

Marquez, Alicia V.	Paraeducator Special Education, Position #10858/10862 Curren/Lemonwood 5.75 hrs./ 183 days Paraeducator Special Education, Position #7493 Curren 5.75 hrs./ 183 days	04/29/2024
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Voluntary Demotions

Farin, Janice M.	Accounting Specialist III, Position #1593 Budget & Finance 8.0 hrs./246 days Accounting Specialist IV, Position #10657 Budget & Finance 8.0 hrs./246 days	04/22/2024
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Released From Probation

12517	Paraeducator Special Education, Position #8542 Curren 5.75 hrs./183 days	04/09/2024
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CERTIFICATED PERSONNEL ACTIONS

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

New Hires

Amezcuca, Victor	Substitute Teacher	2023/2024 School Year
Castellanos, Jordi	Substitute Teacher	2023/2024 School Year
Covarrubias, Jessica	Substitute Teacher	2023/2024 School Year
Farias, Melina	Substitute Teacher	2023/2024 School Year
Lopez, Lea	Substitute Teacher	2023/2024 School Year
Soto, Brittany	Substitute Teacher	2023/2024 School Year

Resignation

Montes, Gladys	SPED Teacher	June 14, 2024
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Retirement

Ambriz, Laura	Teacher	June 14, 2024
Amezcuca, Martha	Teacher	June 14, 2024
Ayala, Maria	Teacher	June 14, 2024
Bernard, Margarita	Teacher	June 14, 2024
Bullard, Phillip	PE Teacher	April 30, 2024
Canales, Susan	Teacher	June 14, 2024
Carrier, Stephen	Teacher	June 14, 2024
Chavez, Rosa Maria	Teacher	June 14, 2024
Chay, Maria	Teacher	June 14, 2024
Crowell, David	Social Studies, Teacher	May 1, 2024
DeCandia, Irma	Teacher	June 14, 2024
Desales, Marcela	Teacher	June 14, 2024
Dodge, Kristin	Teacher	June 14, 2024
Ekwall, Susan	Teacher	June 14, 2024
Espinoza, Maria	Teacher	June 14, 2024
Fidler, Sheryl	School Psychologist	June 30, 2024
Garcia, Mariana	Assistant Principal	June 30, 2024
Majeski, Mitzi	Teacher	June 14, 2024
Sandoval, Antonio	Teacher	June 14, 2024

Deceased

8587	School Counselor	April 19, 2024
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Unpaid Leave

12166	Teacher	May 26, 2024 – February 19, 2025
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OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 15, 2024

Agenda Section: Section C: Facilities Agreement

Approval of Amendment #001 to Agreement #23-188 with MNS Engineers, Inc. to Provide additional Professional Services for the Fremont Middle School Reconstruction (Mitchell/Miller/CFW)

On November 15, 2023, Agreement # 23-188 was approved with MNS Engineers, Inc. to provide professional survey services for the Fremont Middle School Reconstruction Project.

The purpose of this item is to approve Amendment #001 with MNS Engineers Inc. to provide additional Surveying Services for the Fremont Middle School Reconstruction Project.

Term of Agreement: May 16, 2024 through June 30, 2024

FISCAL IMPACT:

\$34,330.00 - Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Amendment #1 to Agreement #23-188, for additional Survey Services for the Fremont Middle School Reconstruction Project, in the amount of \$34,330.00.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(2 pages\)](#)

[Exhibit A - Scope of Services \(4 pages\)](#)

[Agreement #23-188, MNS Engineers, Inc \(29 Pages\)](#)

Amendment No. 001 to Services Agreement No. 23-188

The Services Agreement No. 23-188 (“Agreement”) entered into on November 15, 2023, by and between the Oxnard School District (“District”) and MNS Engineers, Inc. (“Provider”), is hereby amended by the parties as set forth in this Amendment No. 001 to the Services Agreement No. 23-188 (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Provider to provide Survey services for Fremont Middle School Reconstruction Project (“Project”);

WHEREAS, the Provider in the process of completing the services for the Project and will submit the results of their survey to the Architect for their incorporation into the project design;

WHEREAS, the Board of Trustees has taken certain actions to approve the design of the Fremont Middle campus Reconstruction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to add the following language to SECTION 4 of the Agreement:

Provide additional topographic survey services.

The Parties agree to add the following language to Statement of Work of the Agreement:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Section 4 hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Section 4 shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new Statement of Work to the Agreement as follows:

Statement of Work: Additional Compensation for Fremont Middle School Reconstruction Project revised Scope of Work. The Provider agrees to perform the Basic Services as described in the original Agreement with respect to the Project. Provider agrees to deliver the deliverables identified in Section 4 of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Provider agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling: **Thirty-Four Thousand Three Hundred Thirty Dollars and No Cents (\$34,330.00).** This fee shall include all the work necessary to complete the additional topographic survey, including the costs of any sub-consultants or any specialty consultants.

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Services Agreement No. 23-188 entered into and executed by the Parties on November 15, 2023 remain in full force and effect. Provider agrees that any provisions, limitations and exclusions in its proposal are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Dr. Ana DeGenna, Superintendent

Date:

MNS ENGINEERS, INC.:

By: _____
Fred Tice, Principal Surveyor

Date:

April 22, 2024

Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006

RE: **Fremont School Additional Topo**
Cost Estimate for Surveying Services

Dear Gerald:

MNS Engineers, Inc. (MNS) is pleased to offer CFW the following cost estimate for providing surveying services for the Fremont School Additional Topo. Our experienced surveyors can fully address the project's needs in a timely and cost-efficient manner.

MNS is signatory to IUOE local 12 and 3. DIR # 100003564

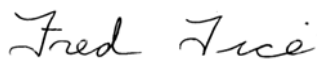
The scope and fees are figured on a Time and Material basis for this project and is detailed in Exhibit "A". This proposal is based on our current rate of \$330 per hour for a two-person survey crew. Our office fees are per the attached schedule of fees. Additional work requested will be provided on a T & M basis.

Invoicing would be monthly based on the percentage of work completed for each item shown in Exhibit A. We would expect to receive payment within thirty (30) days after your receipt of our invoice. Outside services will be invoiced directly to you through your suppliers or at "cost plus" when invoiced through MNS.

Insurance coverage provided by MNS and included in our offer of this proposal are \$1,000,000 for each General Liability, Personal Liability, Auto Liability, and Professional Liability. Upon request, we will provide a Certificate of Insurance for the insurance coverage listed above. Should you require additional coverage the costs that we incur from our insurance carriers will be invoiced at their direct costs and are not included in our fee quoted within this proposal.

Should this proposal meet with your approval, we will finalize the Professional Service Agreement.. We look forward to working with you again on this unique project.

Sincere regards,
MNS Engineers, Inc.



Fred Tice, PLS
Principal Surveyor

EXHIBIT A
SCOPE OF SERVICES
 Fremont Middle School Project
FIELD SURVEY SERVICES

The field surveying cost estimate has been based on exhibits from CFW, Inc. and VCA Engineers received 4/16/2024.

1	Cross Sections of Streets and Along Easterly Side of Existing Buildings Provide a street cross section for N. M Street, Glenwood Drive N. H Street, and the Alley on the south side of the school. MNS will provide 50' cross section intervals that will cover from back of walk on school side of the streets to the back of walk on the opposite side of the street from school as shown in red on provided exhibit. This will include all above ground signs and driveways. MNS will also locate an approximate 40' section along the existing east side of the existing buildings as shown in blue on the provided exhibit.	\$25,085
2	Topographic Mapping Provide a 40-scale topo map of the entire school site including all adjacent sections of streets and alley. MNS will merge the aerial topo and the additional topo into one map and surface file. MNS will modify all topo shots at 1" = 40' as requested by VCA Engineering. This will be used in the design effort by VCA.	\$9,245
	Total	\$34,330

Assumptions, Exclusions and Understandings

1. Work to be performed is strictly limited to those items detailed in the scope of work above. All work not set forth in the scope of the work above shall be deemed additional work. Should the additional work be required, it is the responsibility of the contractor to initiate negotiations for such work. Additional work will be charged at regular hourly rates, per the attached fee schedule, and includes the time for travel to the jobsite. Additional work will not be commenced without written authorization from Contractor.
2. Items of work that are not clearly defined prior to the authorization to proceed will be performed on a time and material basis per attached fee schedule or upon such a lump sum addition to the contract, as agreed upon by the Contractor prior to proceeding with such items of work.
3. Work may be requested that, due to the Contractor's schedule, requires work to be performed during non-business hours. If such work is required, a request for a premium time may be made. Premium time shall be deemed extra work and will apply to scope items or non-scope items. Premium time will be paid at 150% of the hourly rates, as listed on our fee schedule.
4. Contract Payment and Reimbursable Expenses:
 - a) Payments are due and payable according to monthly billings as the work progresses, no retention.
 - b) Courier service, blueprinting, and reproduction costs are not included in the cost outlined above and shall be at the Contractor's expense. The cost for any outside services will be billed at their direct cost plus 15%.
5. Rates are as follows:

This proposal is based on our attached Schedule of Fees and field rate of \$330 per hour for a two-person survey crew.
6. Governmental agency fees or charges and/or deposits are the responsibility of the client.
7. Monumentation not included in this cost estimate because the existing Centerline monumentation are in per record maps and corner records.

STANDARD SCHEDULE OF FEES

Effective July 1, 2023 through June 30, 2024

Surveying

Principal Surveyor/Project Manager	\$265/hr.
Senior Project Surveyor	\$195/hr.
Associate Project Surveyor	\$165/hr.
2-person crew	\$330/hr.
1-person crew	\$215/hr.

Direct Expenses:

Use of outside consultants as well as copies, blueprints, monuments, computer plots, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%).

Prevailing Wage Rates:

MNS surveyors are signatory to IUOE Local 3 & 12. A 2-person survey crew is \$330 per hour.



SERVICES AGREEMENT

R24-03185

Requisition Number

23-188

Contract Number

P24-02881

Purchase Order Number

This Services Agreement (the "Agreement") is made and entered into this 15th day of November, 2023 by and between Oxnard School District (hereinafter referred to as "District") and MNS Engineers Inc., (hereinafter referred to as "Provider.")

PROVIDER.

MNS Engineers Inc.

Provider

201 N. Calle Cesar Chavez, Suite 300

Street Address

Santa Barbara, CA 93103

City, State, Zip code

95-2080889

Tax Identification or Social Security Number

805-692-6921

Telephone Number

Fax Number

ftice@mnsengineers.com

E-mail Address

License Number (if applicable)

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

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

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

23-188

Contract Number

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

3. **NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

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

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on November 20, 2023, and terminate on January 31, 2024. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

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

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

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

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

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

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

Oxnard School District

District

Attn: Dana Miller

1051 South A Street

Street

Oxnard, CA 93030

City, State, Zip Code

MNS Engineers Inc.

Provider

Attn: Fred Tice

201 N. Calle Cesar Chavez, Suite 300

Street

Santa Barbara, CA 93103

City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

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

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

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

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

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

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

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

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

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

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

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

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the followi [REDACTED]

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. **Failure to Procure Insurance.** Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access.** If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services.** If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406).** Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

By: *Lisa A. Franz*
Signature *11-22-2023*

Lisa A. Franz
Name
Director, Purchasing
Title

MNS Engineers, Inc.
Provider


Signature

Jeff Edwards
Name
Vice President
Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

*PER ATTACHED PROPOSAL DATED OCTOBER 23, 2023

WORK SCHEDULE:

November 20, 2023 through January 31, 2024

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>64,000.00</u>
Actual and Necessary Travel Expenses	\$ <u>0.00</u>
Other Expenses	\$ <u>0.00</u>
Total Amount not to Exceed	\$ <u>64,000.00</u>
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and projectinvoices@cfwinc.com. Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: November 15, 2023

Provider: MNS Engineers Inc.

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Jeff Edwards, Vice President

Name/ Title of Authorized Representative



October 31, 2023

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Jeff Edwards, Vice President

Name/ Title of Authorized Representative



October 31, 2023

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: JE



201 N. Calle Cesar Chavez, Suite 300

Santa Barbara, CA 93103

805-692-6921 OFFICE

mnsengineers.com

October 23,2023

Rubik Zazian
Program Manager
Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006

RE: Fremont School Boundary Recovery and Aerial Topo and Project
Cost Estimate for Surveying Services

Dear Rubik:

MNS Engineers, Inc. (MNS) is pleased to offer CFW the following cost estimate for providing surveying services for the Fremont School Boundary Recovery and Aerial Topo Project. Our experienced surveyors can fully address the project's needs in a timely and cost-efficient manner.

MNS is signatory to IUOE local 12 and 3. DIR # 100003564

The scope and fees are figured on a Time and Material basis for this project and is detailed in Exhibit "A". This proposal is based on our current rate of \$330 per hour for a two-person survey crew. Our office fees are per the attached schedule of fees. Additional work requested will be provided on a T & M basis.

Invoicing would be monthly based on the percentage of work completed for each item shown in Exhibit A. We would expect to receive payment within thirty (30) days after your receipt of our invoice. Outside services will be invoiced directly to you through your suppliers or at "cost plus" when invoiced through MNS.

Insurance coverage provided by MNS and included in our offer of this proposal are \$1,000,000 for each General Liability, Personal Liability, Auto Liability, and Professional Liability. Upon request, we will provide a Certificate of Insurance for the insurance coverage listed above. Should you require additional coverage the costs that we incur from our insurance carriers will be invoiced at their direct costs and are not included in our fee quoted within this proposal.

Should this proposal meet with your approval, we will finalize the Professional Service Agreement..
We look forward to working with you again on this unique project.

Sincere regards,
MNS Engineers, Inc.

A handwritten signature in black ink that reads "Fred Tice".

Fred Tice, PLS
Principal Surveyor

EXHIBIT A
SCOPE OF SERVICES
 Fremont Middle School Project
FIELD SURVEY SERVICES

The field surveying cost estimate has been based on exhibits and RFP from CFW, Inc. received 10/17/2023.

1	Boundary Recovery	\$9,000
	<p>Verify boundary using existing maps and well monuments in the adjacent streets. The record boundary will be shown on the provided base map.</p>	
2	Aerial Topographic Mapping	\$25,800
	<p>Provide an aerial topo of the entire school site including all adjacent streets and Alley. The aerial will be compiled at a 1" =40' scale. Additional street topo will be provided in the construction area on N M street and Alley on the south side. Above ground utilities will be located by field topo. All sewer and storm drains will be located, and flowline elevations will be shown. The additional field topo will be combined with the aerial and a base map will be provided.</p>	
3	Underground Utility Locations	\$29,200
	<p>Provide underground utility locations outside of the buildings and open areas. MNS will use GPRS Inc. to mark up the utilities and the depth. MNS will then locate these marks/paint marks and include them on the base map. This will show horizontal locations and the depth of the utilities.</p>	
Total		\$64,000

Assumptions, Exclusions and Understandings

1. Work to be performed is strictly limited to those items detailed in the scope of work above. All work not set forth in the scope of the work above shall be deemed additional work. Should the additional work be required, it is the responsibility of the contractor to initiate negotiations for such work. Additional work will be charged at regular hourly rates, per the attached fee schedule, and includes the time for travel to the jobsite. Additional work will not be commenced without written authorization from Contractor.
2. Items of work that are not clearly defined prior to the authorization to proceed will be performed on a time and material basis per attached fee schedule or upon such a lump sum addition to the contract, as agreed upon by the Contractor prior to proceeding with such items of work.
3. Work may be requested that, due to the Contractor's schedule, requires work to be performed during non-business hours. If such work is required, a request for a premium time may be made. Premium time shall be deemed extra work and will apply to scope items or non-scope items. Premium time will be paid at 150% of the hourly rates, as listed on our fee schedule.
4. Contract Payment and Reimbursable Expenses:
 - a) Payments are due and payable according to monthly billings as the work progresses, no retention.
 - b) Courier service, blueprinting, and reproduction costs are not included in the cost outlined above and shall be at the Contractor's expense. The cost for any outside services will be billed at their direct cost plus 15%.
5. Rates are as follows:

This proposal is based on our attached Schedule of Fees and field rate of \$330 per hour for a two-person survey crew.
6. Governmental agency fees or charges and/or deposits are the responsibility of the client.
7. Monumentation not included in this cost estimate because the existing Centerline monumentation are in per record maps and corner records.

STANDARD SCHEDULE OF FEES

Effective July 1, 2023 through June 30, 2024

Surveying

Principal Surveyor/Project Manager	\$265/hr.
Senior Project Surveyor	\$195/hr.
Associate Project Surveyor	\$165/hr.
2-person crew	\$330/hr.
1-person crew	\$215/hr.

Direct Expenses:

Use of outside consultants as well as copies, blueprints, monuments, computer plots, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%).

Prevailing Wage Rates:

MNS surveyors are signatory to IUOE Local 3 & 12. A 2-person survey crew is \$330 per hour.



DESIGN PROFESSIONAL BLANKET ADDITIONAL INSURED NOTICE - BUSINESS LIABILITY COVERAGE FORM

Thank you for being a customer of The Hartford.

This Notice is being provided to highlight the following important provisions included in your Business Liability Coverage Form, SS 00 08 04 05.

I. ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT

Please be advised that your Business Liability Coverage Form, SS 00 08 04 05 contains the following provisions in Section C. **WHO IS AN INSURED:**

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. - Optional Additional Insured Coverages.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

Please be advised that if SS 51 13 Exclusion - Engineers, Architects Or Surveyors Professional Liability - California and SS 51 14 Additional Insured Provisions - California are on the Policy, the above-referenced Subparagraph (2) of Paragraph d. **Architects, Engineers Or Surveyors** and Subparagraph (2) of Paragraph f. **Any Other Party** which contains professional liability exclusionary language has been amended. Please see SS 51 13 and SS 51 14 for details.

II. OTHER INSURANCE - PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE WHEN REQUIRED BY CONTRACT

Please be advised that your Business Liability Coverage Form, SS 00 08 04 05 contains the following condition in Section E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

III. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Please be advised that your Business Liability Coverage Form, SS 00 08 04 05 contains the following condition in Section E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS:**

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Please be advised that this Notice is not a Policy form and does not grant or alter coverage, or change any terms or conditions of the Policy. Please be sure to read your Policy carefully including all endorsements attached to your Policy. If there is any conflict between this Notice and the Policy, the provisions of the Policy will apply.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL AUTOMOBILE BROAD FORM
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72 WEG AX1RMA Endorsement Number:
Effective Date: 06/14/23 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: MNS Engineers, Inc.
201 N CALLE CESAR CHAVEZ
SANTA BARBARA CA 93103

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization Job Description
Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Handwritten signature of authorized representative

Countersigned by _____ Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.
Process Date: 06/08/23

Policy Expiration Date: 06/14/24

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 15, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-294 – Josie V. Ramirez (Fox/Ruvalcaba)

Provide dance performances called Expressions of Polynesia for the following dates and events:

May 21, 2024 – Asian American and Pacific Islander Heritage Celebration at Brekke School.

May 28, 2024 – All Advisory Groups convening at Frank Academy.

FISCAL IMPACT:

\$1,525.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services, and Manager of Equity Family Community Engagement, that the Board of Trustees approve Agreement #23-294 with Josie V. Ramirez.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-294, Josie V. Ramirez \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

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

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. 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.

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.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. 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.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date
----------------------------	-----------	------

Oxnard School District

Director, Purchasing	Signature	Date
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LETTER/INVOICE
RECEIPT

KEALOHA AND COMPANY
"EXPRESSIONS OF POLYNESIA"

Josie V. Ramirez
801 Encino Place
Santa Paula, CA 93060

February 8, 2024

To Whom This May Concern;

This is to inform you that Kealoha and Company "Expressions of Polynesia" will perform for the Multi-Cultural week on Tuesday, May 21, 2024 at 6:30pm. The performance will be @30 minutes. We will perform a few of our dances of Hawaii, the Philippines and Tahiti. We will have audience participation for Hawaii and Tahiti. A mahalo gift will be given to whoever participates. If time permits I will teach a group line dance to "Cupid Shuffle" Hawaiian style. For each island performed is \$250.00 (two hundred fifty dollars). Audience participation is \$100.00 (one hundred dollars).

Please make check payable to Josephine V. Ramirez, 801 Encino Place, Santa Paula, CA 93060. \$850.00 (eight hundred fifty dollars)

I will bring my own speaker, unless you provide one. If possible I would need a microphone. I will also require a room for costume changes. Each island has a different costume. Please we cannot use restrooms. If that is the only place for changes, no one will be allowed access before, during or after the performance until we are done.

If you have any questions, you may contact me by email KealohaAndCo@aol.com or text or call 805-218-7274.

Mahalo & Aloha,
Josie V. Ramirez
SS#573-96-4498

Street Address
801 Encino Place
Santa Paula, CA
93060

PHONE 805-218-7274
FAX N/A
EMAIL KealohaAndCo@aol.com
WEBSITE KealohaAndCo.com

LETTER/INVOICE/RECEIPT

KEALOHA AND COMPANY
"EXPRESSIONS OF POLYNESIA"

Josie V. Ramirez
801 Encino Place
Santa Paula, CA 93060

March 22, 2024

To Whom This May Concern;

This is to inform you that Kealoha and Company "Expressions of Polynesia" will perform for the Multi-Cultural week on Tuesday, May 28, 2024, at 6:30pm. The performance will be @15 minutes. We will perform our dances of Hawaii, the Philippines and Tahiti. For each island performed is \$225.00.

Please make a check payable to Josephine V. Ramirez, 801 Encino Place, Santa Paula, CA 93060. \$675.00 (six hundred seventy-five dollars).

I will bring my own speaker unless you provide one. If possible, I would need a microphone. I will also require a room for costume changes. Each island has a different costume. Please, we cannot use restrooms. If that is the only place for changes, no one will be allowed access before, during or after the performance until we are done.

If you have any questions, you may contact me by email KealohaAndCo@aol.com or text or call 805-218-7274.

Mahalo & Aloha,
Josie V. Ramirez
SS#573-96-4498

Street Address
801 Encino Place
Santa Paula, CA
93060

PHONE 805-218-7274
FAX N/A
EMAIL KealohaAndCo@aol.com
WEBSITE KealohaAndCo.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 15, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-297, Art of Legohn, LLC (Fox/Ruvalcaba)

Ms. Yaminah Legohn will perform a dance and drum presentation for the opening of OSD's All Advisory Groups Convening at Frank Academy on May 28, 2024.

FISCAL IMPACT:

\$260.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-297 with Art of Legohn, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-297, Art of Legohn LLC \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

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

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. 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.

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.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. 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.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



March 25th, 2024

To: Teresa Ruvalcaba
Oxnard Elementary School District

I trust this message finds you well. I am excited about the opportunity to present at your event for the Parent Advisory groups on May 28th, 2024.

Below is the description:

Dance and drum presentation to open event

Rate for dancer – \$260 (15 mins)

For the event I will park my car on the street.

Should you have any inquiries or require further clarification, please feel free to reach out to me at your earliest convenience.

Thank you for this opportunity, and I look forward to being a part of your event.

Best Regards,

A handwritten signature in black ink that reads 'Yaminah Legohn'.

Yaminah Legohn
Director and Educator of Art Of Legohn, LLC
Email: YaminahL@artoflegohn.com
Phone: 805-415-6469

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 15, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-298 – Mindset Academy by SWEAT III (Fox/Fernandez)

Mindset Academy by Sweat III will facilitate enrichment programs, camp workshops, and provide tools for students and parents on May 30th, June 5th, and June 6th, 2024.

FISCAL IMPACT:

Total \$11,200.00 – Parent Portion: Title III (\$1,200.00) / Student Portion: Title I (\$10,000.00)

RECOMMENDATION:

It is the recommendation of the Principal, Elm School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-298 with Mindset Academy by SWEAT III.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-298, Mindset Academy by SWEAT III \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

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Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

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- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. 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.

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.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. 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.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

Memorandum of Understanding Between MINDSET ACADEMY by SWEAT III and
Elm Elementary School

This agreement specifies the expectations of the partnership between Elm Elementary School and MINDSET ACADEMY by SWEAT III 408 4TH St West Sacramento, CA 95605. The partnership takes effect upon approval through June 7th 2024

Student Engagement, Social and emotional development workshops

The focus of these sessions will be mindset development, student engagement and emotional intelligence.

- SEL
- PBIS
- FAMILY VOICE
- RELATIONSHIP DEVELOPMENT

Workshop Goals & Objectives

Services Provided to Elm Elementary School

- 3 days of service
- 1 kickoff assembly
- 2 days of Mindset workshops with 5th grade
- All materials included
- All equipment included
- 1 parent workshop
- Dates of Services May 30th 2024, June 5th 2024, June 6th 2024

Responsibilities of Contractor:

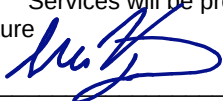
Mindset Academy by SWEAT III

- Facilitate Training
- Workshop/ Assembly for students
- Provide tools and strategies for students
- Materials and Travel
- workshop series
- SEL, Mind Setting, Character Development

Responsibilities of Elm Elementary School District

- Secure the amount of \$11,200.00
 - Will be invoiced in 1 amount of \$11,200.00
- Services will be provided upon approval through June 7th 2024

Signature



Program Representative

Date: 3/11/2024

(Site/School) Representative

Date: _____

(Site/School) Representative

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 15, 2024

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-299 – Inlakech Cultural Arts Center (Fox/Ruvalcaba)

Inlakech Cultural Arts Center will perform three (3) traditional Mexican dance programs at the All-Advisory Groups Convening at Frank Academy on May 28, 2024.

FISCAL IMPACT:

\$300.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services, and Manager of Equity Family Community Engagement, that the Board of Trustees approve Agreement #23-299 with Inlakech Cultural Arts Center.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-299, Inlakech Cultural Arts Center \(4 Pages\)](#)
[Proposal \(3 pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services \$ _____

Other Ancillary Cost, as applicable \$ _____

Total not to Exceed \$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

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Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
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Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

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

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. 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.

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.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. 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.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

March 14, 2024

To: Teresa Ruvalcaba

Oxnard Elementary School District

Thank you for the opportunity to perform at the Oxnard School District's Multicultural Even to be held at Frank Middle School on May 28, 2024.

Our dance program will include three traditional Mexican dances from the state of Tamaulipas.

We will need access to a PA system to play our music, and a microphone.

Cost of performance: \$ 300.00

If you have any questions, please contact me at your earliest convenience.

Thank you for this opportunity. I look forward to being a part of the Multicultural Event.

Best Regards,

Javier Gómez

Javier Gomez

Artistic Director/Founder

Inlakech Cultural Arts Center

Email: jgomez450@aol.com

Phone: (805) 890-2193



Oxnard School District
Certification of Exemption from Workers' Compensation Insurance

<u>Javier Gomez</u>	<u>2400071922</u>
Provider Name	Business License Number
<u>632 W. Guava Street</u>	<u>Oxnard, CA 93033</u>
Street Address	City, State, Zip Code
<u>(805) 890-2193</u>	<u>jgomez450@aol.com</u>
Business Telephone	Business E-mail Address
<u>805-890-2193</u>	<u>January 31, 2024</u>
Services Provided	Agreement/Contract Date

I certify that I am an independent contractor as defined in California *Labor Code* section 3353 and subject to the requirements of California *Labor Code* section 2776.

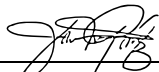
I certify that I am exempt from maintaining workers' compensation coverage. I further certify that I do not and will not employ, during the performance of work or service described in the Agreement/Contract referenced above, any person, described in California *Labor Code* sections 3351, 3351.5 and 2775 et seq., in any manner so as to become subject to the workers' compensation laws of the State of California.

I also certify that if in the future I should employ persons to perform work pursuant to this Agreement, in a manner that causes me to be subject of the workers' compensation laws of the State of California, I shall immediately obtain workers' compensation insurance coverage and provide the Local Educational Agency with a certificate of insurance as evidence that I am in compliance with such laws.

Should any court of law, administrative agency or department thereof, or state board find any subcontractors that I hire to be employees, I agree to defend, indemnify, and hold harmless the Local Educational Agency, its governing board, officers, employees, agents, successors, or assigns from any and all claims, demands, monetary or other losses, and expenses whatsoever, including reasonable legal fees and costs, arising from the findings of the court of law, administrative agency or department thereof, or state board.

This Certification of Exemption from Workers' Compensation Insurance shall survive termination of the referenced Agreement, for any reason whatsoever, and binds Provider's legal representatives, successors, and assigns.

I attest that the information provided on this Certification of Exemption from Workers' Compensation Insurance is true and accurate.

<u></u>	<u>January 31, 2024</u>
Provider signature	Date

Approved 3/15/2022

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 15, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-04 – Safe & Civil Schools (Fox/Nocero)

Safe & Civil Schools will provide Foundation’s training focused on implementing Tier 1 structures that support a positive school climate, school safety, reduction of discipline referrals, and increased attendance rates which all lead to improved student wellness and academics. Safe & Civil trainers will work directly with site level PBIS teams as well as site and district leadership.

Term of Agreement: July 1, 2024 through June 30, 2025

FISCAL IMPACT:

\$133,200.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-04 with Safe & Civil Schools.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-04, Safe & Civil Schools \(15 Pages\)](#)
[Proposal \(7 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____
by and between Oxnard School District (hereinafter referred to as "District") and _____,
(hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

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

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

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

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

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

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

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

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

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

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

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

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

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Please send invoices to jnocero@oxnardsd.org and accountspayable@oxnardsd.org. Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 20 24

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



RANDY SPRICK'S
safe&civil
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ancora
P U B L I S H I N G

March 14, 2024

SAFE AND CIVIL SCHOOLS FOUNDATIONS TRAINING PROPOSAL OF SERVICES

For: Dr. Jodi Nocero, Director
Oxnard School District, henceforth known as "District"
Oxnard, California

Proposal Expiration Date: April 2, 2024

Pacific Northwest Publishing, Inc.
dba: Safe & Civil Schools
21 W. 6th Avenue
Eugene OR 97401
(541) 345-1442 (541) 345-6431 fax

Prepared by:

Elizabeth Winford
Director of Professional Development
Safe & Civil Schools
800.323.8819
Elizabeth@safeandcivilschools.com



Year 2 of Foundations Fall 2024

Service	Dates	Fee
Continuance of Foundations – Cohort 1 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person September 9-10, 2024	\$8,600.00 for the first day plus \$6,800.00 for any consecutive day (\$15,400.00)
District Leadership Team Oversight of the Continuance of Foundations – Cohorts 1 & 2 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person September 11, 2024	\$6,800.00 per consecutive day
Continuance of Foundations – Cohort 2 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person September 12-13, 2024	\$6,800.00 per consecutive day (\$13,600.00)
SUBTOTAL		\$35,800.00



Year 2 of Foundations Winter 2025

Service	Dates	Fee
Continuance of Foundations – Cohort 1 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person January 27-28, 2025	\$8,600.00 for the first day plus \$6,800.00 for any consecutive day (\$15,400.00)
District Leadership Team Oversight of the Continuance of Foundations – Cohorts 1 & 2 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person January 29, 2025	\$6,800.00 per consecutive day
Continuance of Foundations – Cohort 2 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person January 30-31, 2025	\$6,800.00 per consecutive day (\$13,600.00)
SUBTOTAL		\$35,800.00



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Year 2 of Foundations Late Winter/"Spring Semester" 2025

Service	Dates	Fee
Continuance of Foundations – Cohort 1 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person March 20-21, 2025	\$8,600.00 for the first day plus \$6,800.00 for any consecutive day <i>(\$15,400.00)</i>
Continuance of Foundations – Cohort 2 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person March 24-25, 2025	\$8,600.00 for the first day plus \$6,800.00 for any consecutive day <i>(\$15,400.00)</i>
SUBTOTAL		\$30,800.00



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Year 2 of Foundations Late Spring 2025

Service	Dates	Fee
Continuance of Foundations – Cohort 1 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person June 5-6, 2025	\$8,600.00 for the first day plus \$6,800.00 for any consecutive day (\$15,400.00)
Continuance of Foundations – Cohort 2 Required Materials: Foundations as listed in Year One Anticipated Consultant: Kim Earthman	Anticipated Format: In Person June 9-10, 2025	\$8,600.00 for the first day plus \$6,800.00 for any consecutive day (\$15,400.00)
SUBTOTAL		\$30,800.00



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SUMMARY OF FEES

PAGE 2 SUBTOTAL	\$35,800.00
PAGE 3 SUBTOTAL	\$35,800.00
PAGE 4 SUBTOTAL	\$30,800.00
PAGE 5 SUBTOTAL	\$30,800.00
TOTAL	\$133,200.00 plus any additional materials needed



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FEES

On-site services: \$6,000 per day plus travel expenses. If a flat rate is requested, \$8,600.00* per day plus materials

Virtual services: \$6,000 per day (no travel expenses)

*Exception to fees: When any of the following trainers are used, the fee will be \$8,000 per day plus travel expenses. These trainers are Jacob Edwards, Susan Isaacs, Tricia Skyles and Jessica Sprick. Should a flat rate be requested, the rate will be based upon \$10,600.00 for the first day and \$8,800.00 per any additional consecutive day.

When travel requires more than 8 hours of flights: Should a full day be required for travel, an additional fee of \$4,500 will be required per travel day.

MATERIALS

Required materials are offered at a discount from Ancora Publishing, in conjunction with contracted consultation services only. Please phone our office for details. **Books listed on the proposal of services are required per participant unless otherwise listed.** District agrees to adhere to the copyright and order one book per person that will be attending services. Verification of purchase will take place no less than six weeks prior to the date of service. **Deadline: July 27, 2024.** If there is a failure to meet this requirement, Safe & Civil Schools reserves the right to cancel the service(s) and bill accordingly.

Cancellations and Other Considerations:

- If any events fail to occur within the contracted timeline due to District action or inaction, District agrees to pay in full the fees associated with fully executed contract.
- If the District must cancel an in-person event, the District may request that the session(s) be provided virtually, with or without a live audience. At the request of the District, a recording of the session(s) will be made available to the District for a period not to exceed 30 days from the time of service.
- District agrees it will not schedule services until funding has been appropriated.
- It is the responsibility of the District to ensure only authorized individuals sign contracts or issue Purchase Orders.
- The District recognizes that Safe and Civil Schools does not offer a Trainer of Trainers (TOT).

Additional Fees:

When three or more trainers are assigned in any single quarter, Safe & Civil Schools applies a Large Group Initiative (LGI) coordination service fee of \$6,000 per quarter (October-December, January-March, April-June, July-September) in which services occur. Once a contract is fully executed, a lead trainer will be assigned to coordinate logistics, content, etc between the Entity and SCS. – N/A

On-site Services Travel Policy:

If weekly COVID-19 case rates in your county are greater than 200/100,000 the training will be conducted virtually. There is no cancellation for elevated COVID-19 infection rates.

Should the District decide to book the day in anticipation of it being on-site and the number is and/or rises back up to the 200+ category, the fee remains at the quoted flat rate and the contracted services will immediately be shifted to a virtual delivery model. The event will be conducted on the scheduled date listed on the fully executed contract/RFP/PO.

Safe & Civil Schools reserves the right to return to a more restricted limit for in-person training if a new, more dangerous variant emerges or other highly communicable virus.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 15, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-05 – Biometrics4ALL, Inc. (Torres)

Biometrics4ALL, Inc. will provide an electronic fingerprinting system for the purpose of transmitting non-criminal justice requests for Criminal Offender Records Information (CORI) to the Cal-DOJ and other entities.

Term of Agreement: July 1, 2024 – June 30, 2027

FISCAL IMPACT:

\$18,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #24-05 with Biometrics4ALL, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-05, Biometrics4ALL, Inc. \(15 Pages\)](#)
[Proposal \(2 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

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

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

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

Contract Number

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

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

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

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

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

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

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

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

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

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

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

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

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

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

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Please send invoices to ppierce@oxnardsd.org, vwhitt@oxnardsd.org and accountspayable@oxnardsd.org. Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 20 24

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

Statement of Work and Rate Schedule

Service Fees are subject to change with email notice and clear reflection in the invoice. Unless otherwise agreed to in writing, the following Service Fees shall be applied. Clients exceeding 2,500 transactions per year, please contact sales@biometrics4all.com to check if special pricing is available. Software Subscription requires the base Live Scan software to be covered by one of the Maintenance Plans.

Service	Fee
Tenprint Transaction Relay Fee	\$0.75 per transaction with a monthly fee cap of \$150/system
Cal-DOJ "Flats on Apps" Transaction Relay Fee and Live Scan TOT Software Subscription	\$2.80 per transaction with no monthly cap for 501(c)(3) Non-Profit Charity Organization. \$4.00 per transaction with no monthly cap for all others.
FINRA Transaction Relay Fee and Live Scan TOT Software Subscription	\$8.00 per transaction with no monthly cap.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 15, 2024

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #24-06 – PowerSchool Group, LLC (Mitchell)

PowerSchool Group, LLC. will provide professional services in community demographic analysis and enrollment projections for use in budget planning, facilities planning, program planning, staff planning, strategic planning, and school configuration planning. The district has contracted with PowerSchool Group, LLC since 2006 to provide these services.

Term of Agreement: July 1, 2024 through June 30, 2025

FISCAL IMPACT:

\$25,748.53 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #24-06 with PowerSchool Group, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #24-06, PowerSchool Group LLC \(2 Pages\)](#)



Remit Email: syed.shaukath@powerschool.com
 Quote Date: 22-APR-2024
 Quote #: Q-872610-2

Sales Quote - This is Not An Invoice

Prepared By: Syed Shaukath
 Customer Name: Oxnard School District, CA
 Contract Term: 12 Months
 Start Date: 1-JUL-2024
 End Date: 30-JUN-2025
 Billing Frequency: Annually

Customer Contact: Valerie Mitchell
 Title: Asst. Supt. Business, Oxnard School District
 Address: 1051 S. A St
 City: Oxnard
 State/Province: California
 Zip Code: 93030
 Phone #: (805) 385-1501 x.2401

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2024 - 30-JUN-2025			
License and Subscription Fees			
Location Analytics Hosted Subscription	1.00	Students	USD 2,032.11
Enrollment Analytics Hosted Subscription	1.00	Students	USD 21,805.35
Enrollment Analytics Hosted Subscription	1.00	Students	USD 1,911.07

License and Subscription Totals: **USD 25,748.53**

Quote Total	
Initial Term	1-JUL-2024 - 30-JUN-2025
Amount To Be Invoiced	USD 25,748.53

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Mar2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

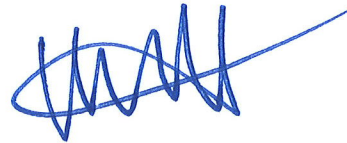
THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Oxnard School District, CA

Signature:

Signature:



Printed Name: Eric Shander

Printed Name: Valerie Mitchell

Title: Chief Financial Officer

Job Title: Assistant Superintendent, Business Services

Date: 29-NOV-2023

Date:

PO Number: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 15, 2024

Agenda Section: Section C: Facilities Agreement

Ratification of Allocations of Contract Contingency #14 as found in Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Mitchell/Miller/CFW)

The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00), (2) Sublease Payments in the amount of \$173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Allowance for Project Contingency is in the amount of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying documents list all the account draws approved to date for the Contractor Contingency.

Fund activity is as follows:

Project (E&O) Contingency Allocation Approval: This contingency fund began with a fund balance of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents (\$897,375.00). There have been allocations totaling Six Hundred Sixty-Two Thousand Six Hundred Sixty-Eight Dollars and Sixty-Six Cents (\$662,668.66) leaving a fund balance of Two Hundred Thirty-

Four Thousand Seven Hundred Six Dollars and Thirty-Four Cents (\$234,706.34).

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #14 in Amendment #001 to Construction Services Agreement #17-158.

ADDITIONAL MATERIALS:

- Attached:** [Project Contingency #14 \(E&O\) Balfour Beatty Contractors \(2 Pages\)](#)
- [CDR #10 - CE 37 \(37 Pages\)](#)
- [CDR #12R1 - CE 37 \(27 Pages\)](#)
- [CDR 73 R2 - CE 106 \(22 Pages\)](#)
- [CDR 96 R3 - CE 189 \(7 Pages\)](#)
- [CDR 107 R3 - CE 205 \(15 pages\)](#)
- [CDR 121 R3 - CE 234 \(16 pages\)](#)
- [CDR 133 R2 - CE 258 \(19 pages\)](#)
- [CDR 170 - CE 333 \(6 Pages\)](#)
- [CDR 171 - CE 334 \(6 Pages\)](#)
- [OIDR #11 - CE 122 \(8 Pages\)](#)
- [OIDR 12 R1 - CE 138 R1 \(7 Pages\)](#)
- [Amendment #001 \(21 Pages\)](#)
- [Construction Services Agreement #17-158, Balfour Beatty Construction LLC \(22 Pages\)](#)



PROJECT CONTINGENCY (E & O) ALLOCATION APPROVAL

Date: 05/15/2024

Project Contingency (E&O) Approval NO.14

PROJECT: Rose Ave. ES K-5 Reconstruction
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: IBI/Arcadis
537 South Broadway
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC
13520 Evening Creek Dr. North #270
San Diego CA 92128

Architects Proj. No.: 109990
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-119284

Attn: Dennis Kuykendall

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM PER GMP.....	\$ 897,375.00
NET CHANGE - ALL PREVIOUS CONTRACTOR (E&O) ALLOCATIONS.....	\$ (394,135.61)
ADJUSTED CONTINGENCY SUM.....	\$ 503,239.39
NET CHANGE – ALLOCATION #14	\$ (268,533.05)
Total Allocations to Date:	\$ 662,668.66
ADJUSTED CONTINGENCY SUM THROUGH NO #14.....	\$ 234,706.34
Commencement Date:	November 1, 2021
Original Completion Date:	October 5, 2023
Original Contract Time:	705 Calendar Days
Time Extension for all Previous Change Orders:	97 Days
Time Extension for this Change Order:	0 Days
Adjusted Completion Date:	January 12, 2024

Item	Description	Additional Cost Related to Bid/Buyout	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item of Cost Agreed to District and Contractor
1.	CDR #10 – Added cost for revision to Bldg C reinforcement for DSA CCD 5A revision 1		\$124,502.71		
2.	CDR #12 R1 – Added storage costs for structural steel for Bldg C		\$43,355.00		
3.	CDR #73 R2 – Relocate flagpole and install uplight		\$6,595.00		
4.	CDR #96 R3 – Furnish and install 3 expansion loops for HVAC condensing lines		\$7,631.58		
5.	CDR #107 R3 – Various exhaust fan and gravity vent changes and ducting alterations		\$10,598.16		
6.	CDR #121 R3 – Paint added reglet and flashing per ASI 18		\$2,734.00		
7.	CDR #133 R2 – Located cleanout and cap existing sewer and water lines at new retention basin		\$3,733.52		
8.	CDR #170 – Furnish and install new gas meter enclosure at Bldg B		\$6,247.00		
9.	CDR #171 – Labor and material to remove and replace 100 ceiling tiles for AV work		\$7,007.00		
10.	OIDR #11 – Provide legal description and exhibit for retention basin		\$1,350.00		
11.	OIDR #12 R1 – Separate new incoming 1 1/2" water serving kitchen from main water service		\$54,779.08		
	Totals		\$268,533.05		

Total Contractor E&O Contingency Allocation Approval No. 14 \$ 268,533.05

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	5/3/2022
Permit Number:	DSA# 03-119284	Change Event No.:	37
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Rick Ostrander - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Rework the reinforcement at the intersection of grade beam bars per DSA approved Revision #1. This change order request will add approx. 41 days to project schedule. A forthcoming time impact analysis will be submitted in accordance with the General Conditions.

*propose to draw from project (E&O) contingency.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A: \$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Inland Building Construction Companies, Inc.	\$	124,502.71	
	\$	-	
	\$	-	
		Subtotal B: \$	124,502.71
C. General Contractor's Cost			
Lum Sum	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D: \$	-
E. Bond at 1%	\$	-	
		Subtotal E: \$	-
Grand Total = (A + B + C + D + E)		\$	124,502.71

The request could potentially increase the milestones and/or contract time by TBD calendar days.

Leon Cavallo, Project Manager - Balfour Beatty



5/3/2022

Print Name & Title (General Contractor)

Signature

Date



SENT VIA: Email

CHANGE ORDER REQUEST # 003

PAGES: 0

PROJECT:	Rose Ave. ES	DATE:	5/3/2022
INLAND'S JOB NO:	21-040	PROJECT NO:	
		CONTRACT FOR:	BP # 003 Concrete
TO:	Balfour Beatty	FROM:	Joe Justice, Project Manager
ATTN:	Leon Cavallo		
SUBJECT: Building C Rebar Rework Due to Congestion of Intersection of the Grade Beams			
Additional Days Required: 8		COR Valid for 30 days	

DESCRIPTION:

Per DSA Revision #001 Rework Reinforcement at the Intersection of Grade Beam Bars.

Self Performed Work

Labor	\$ 11,490.16
Material	\$ -
Equipment	\$ -
Subtotal	\$ 11,490.16
Contractor's Overhead & Profit	10% \$ -
Contractor's Subtotal	\$ 11,490.16

Subcontractor Work

Vista Steel	\$ 107,631.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Subcontractors Subtotals	\$ 107,631.00
Contractor's Overhead & Profit	5% \$ 5,381.55
Subtotals	\$ 113,012.55

Subtotal Contractors / Subcontractors	\$ 124,502.71
Insurance	1.5% \$ -
Bond	1% \$ -
Textura Fee (if applicable, .22% of contract if max \$3,750 has not been met)	\$ -
Total Change Request	\$ 124,502.71

	Qty.	Unit	Rate	Total	Notes
Equipment					
Small Truck		Hrs	\$68.00	\$0.00	
Trucking		Hrs	\$105.00	\$0.00	
950 Loader		Hrs	\$184.00	\$0.00	
Water Truck		Hrs	\$87.00	\$0.00	
Skip Loader		Hrs	\$147.00	\$0.00	
Skid Steer (Bobcat)		Hrs	\$143.00	\$0.00	
Skid Steer Mini Excavator		Hrs	\$152.00	\$0.00	
Concrete Pump		Cy	\$107.00	\$0.00	
Telebelt Conveyor		Hrs	\$184.00	\$0.00	
Backhoe		Hrs	\$170.00	\$0.00	
Backhoe Breaker		Hrs	\$185.00	\$0.00	
Backhoe Compactor Wheel		Hrs	\$185.00	\$0.00	
Backhoe/ Skidsteer with Auger		Hrs	\$185.00	\$0.00	
Compaction Roller		Hrs	\$87.00	\$0.00	
Generator		Day	\$125.00	\$0.00	
Vibrator Plate		Day	\$124.00	\$0.00	
Rotary Hammer		Hrs	\$19.00	\$0.00	
Bosch Chipping Hammer		Hrs	\$16.00	\$0.00	
Air Compressor		Day	\$225.00	\$0.00	
90lb Jack Hammer		Day	\$95.00	\$0.00	
Air Compressor Hoses		Day	\$35.00	\$0.00	
30lb. Chipping Gun		Day	\$65.00	\$0.00	
Concrete Saw		Hrs	\$148.00	\$0.00	
Soff-Cut Saw		Hrs	\$125.00	\$0.00	
Water Pump/ Discharge Hoses		Hrs	\$25.00	\$0.00	
Shop Vacuums		Hrs	\$10.00	\$0.00	
Concrete Wash Out Bin		Ea	\$500.00	\$0.00	
Dump Fees		Loads	\$180.00	\$0.00	
Sub Total Labor				\$11490.16	
Sub Total Material				\$0.00	
Sub Total Equipment				\$0.00	

Change Order Labor Rate

Inland Building Construction Companies, Inc.

Trade : Foreman with Truck

Effective Date: 7-1-21

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
BASE HOURLY RATE	\$47.44	\$71.16	\$94.88
VACATION / HOLIDAY	\$7.16	\$7.16	\$7.16
<i>Taxable rate (base rate + Vacation)</i>	<i>\$54.60</i>	<i>\$78.32</i>	<i>\$102.04</i>
HEALTH AND WELFARE	\$8.00	\$8.00	\$8.00
PENSION	\$5.66	\$5.66	\$5.66
APPRENTICESHIP TRAINING	\$0.62	\$0.62	\$0.62
GREIVANCE	\$0.44	\$0.44	\$0.44
ANNUITY	\$2.00	\$2.00	\$2.00
<i>Hourly rate on check</i>	<i>\$71.32</i>	<i>\$95.04</i>	<i>\$118.76</i>
SOCIAL SECURITY/ MEDICARE	\$4.18	\$5.99	\$7.81
FEDERAL UNEMPLOYMENT	\$0.44	\$0.63	\$0.82
STATE UNEMPLOYMENT	\$3.39	\$4.86	\$6.33
WORKERS COMP	\$3.61	\$5.18	\$6.74
Safety & Truck	\$16.20	\$20.42	\$24.63
<i>Burden total</i>	<i>\$27.81</i>	<i>\$37.07</i>	<i>\$46.32</i>
TOTAL DIRECT COSTS	\$99.13	\$132.11	\$165.08

Change Order Labor Rate

Inland Building Construction Companies, Inc.

Trade : Carpenter Journeyman with Truck

Effective Date: 7-1-21

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
BASE HOURLY RATE	\$44.44	\$66.66	\$88.88
VACATION / HOLIDAY	\$7.16	\$7.16	\$7.16
<i>Taxable rate (base rate + Vacation)</i>	<i>\$51.60</i>	<i>\$73.82</i>	<i>\$96.04</i>
HEALTH AND WELFARE	\$8.00	\$8.00	\$8.00
PENSION	\$5.66	\$5.66	\$5.66
APPRENTICESHIP TRAINING	\$0.62	\$0.62	\$0.62
GREIVANCE	\$0.44	\$0.44	\$0.44
ANNUITY	\$2.00	\$2.00	\$2.00
<i>Hourly rate on check</i>	<i>\$68.32</i>	<i>\$90.54</i>	<i>\$112.76</i>
SOCIAL SECURITY/ MEDICARE	\$3.95	\$5.65	\$7.35
FEDERAL UNEMPLOYMENT	\$0.41	\$0.59	\$0.77
STATE UNEMPLOYMENT	\$3.20	\$4.58	\$5.95
WORKERS COMP	\$3.41	\$4.88	\$6.35
Safety & Truck	\$15.67	\$19.62	\$23.56
<i>Burden total</i>	<i>\$26.64</i>	<i>\$35.31</i>	<i>\$43.98</i>
TOTAL DIRECT COSTS	\$94.96	\$125.85	\$156.74

\$68.32 per hour = \$546.56 per day

(burden) x 39% = \$26.64 per hour

Total \$94.96 per hour or \$759.68 per day

Change Order Labor Rate

Inland Building Construction Companies, Inc.

Trade : Carpenter Journeyman

Effective Date: 7-1-21

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
BASE HOURLY RATE	\$44.44	\$66.66	\$88.88
VACATION / HOLIDAY	\$7.16	\$7.16	\$7.16
<i>Taxable rate (base rate + Vacation)</i>	<i>\$51.60</i>	<i>\$73.82</i>	<i>\$96.04</i>
HEALTH AND WELFARE	\$8.00	\$8.00	\$8.00
PENSION	\$5.66	\$5.66	\$5.66
APPRENTICESHIP TRAINING	\$0.62	\$0.62	\$0.62
GREIVANCE	\$0.44	\$0.44	\$0.44
ANNUITY	\$2.00	\$2.00	\$2.00
<i>Hourly rate on check</i>	<i>\$68.32</i>	<i>\$90.54</i>	<i>\$112.76</i>
SOCIAL SECURITY/ MEDICARE	\$3.95	\$5.65	\$7.35
FUTA (FEDERAL UNEMPLOYMENT)	\$0.41	\$0.59	\$0.77
SUI (STATE UNEMPLOYMENT)	\$3.20	\$4.58	\$5.95
WORKERS COMP	\$3.41	\$4.88	\$6.35
Safety	\$6.11	\$6.95	\$7.77
<i>Burden total</i>	<i>\$17.08</i>	<i>\$22.64</i>	<i>\$28.19</i>
TOTAL DIRECT COSTS	\$85.40	\$113.18	\$140.95

REVISED 5-3-22

April 28, 2022

INLAND BUILDING CONSTRUCTION COMPANY
323 S. SIERRA HWY.
SAN BERNADINO, CA 92408-1422

Project: ROSE AVE. ES

Re: **VT1878**

Ladies/Gentlemen,

Following is the description and breakdown for the above referenced additional charge:

**CC# 3 PER DSA CCD#5A: BUILDING C, GRADE BEAM REVISIONS
DUE TO SHEAR LUG CONFLICT.**

	QTY	UOM	
Material	40,368	LBS	\$ 32,027.97
2% scrap			\$ 640.56
fabrication			\$ 10,092.00
handling			\$ 2,018.00
Detailing	22	HRS	\$ 2,750.00
Cartage	4	DELIVERIES	\$ 3,500.00
Installation	377	HRS	\$ 38,831.00
Subsistance	0	DAYS	\$ -
Accessories		LS	\$ 1,500.00
Surcharge matl. & fuel			\$ 6,487.00
SUBTOTAL			\$ 97,846.53
O&P 10%			\$ 9,784.65
			\$ -
TOTAL			\$ 107,631

This change will appear and become due with your next invoice. If this change is the responsibility of the owner we request that you process it immediately.

Respectfully submitted,

VISTA Steel Company

Brenda Wargo

Brenda Wargo
VP of Operations

VISTA Steel Company

May 2, 2022

Inland Building Construction Company
323 S. Sierra Hwy.
San Bernadino, CA 92408-1422

Project: Rose Avenue ES

Attn: Joe Justice

The following is the breakdown for Vista Steel's CC#3 per DSA #5A.

Building "C" North:

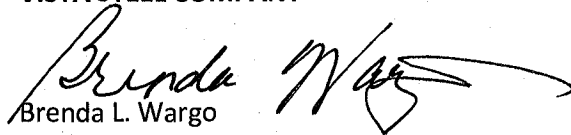
Time to remove and install beam at Line BC	144 Hours
Time to unload and pick up material already spread out and to spread out new material for BC and DG	24 Hours
Added time to reconfigure bars at sheer lugs, bolts and bottom plates	95Hours

Building "C" South:

Added time to reconfigure bars at sheer lugs, bolts and bottom plates	114Hours
---	----------

Respectfully Submitted,

VISTA STEEL COMPANY


Brenda L. Wargo
Vice President of Operations



411 Main Street East
 New Prague, MN 56071
 Phone: 952-758-7500
 Fax: 952-758-7502
 Website: adelphiametals.com

May 03, 2022
 1:22:24PM
 Page 1 of 1

Quotation No. 503202201

Bill To Vista Steel Company
 6100A Francis Botello Rd
 Goleta, CA 93117

Ship To Vista Steel Company
 6100A Francis Botello Rd
 Goleta, CA 93117
 Phone: 805-964-4732
 ATTN:

Customer P.O. #: maria
 Terms: 1% 10 - Net 60
 Sales 1: Fred Scola
 Contract:

F.O.B.: Origin
 Sales 2: Fred Scola

Ship Via: Truck
Due Date: 05/04/2022
 Quote Date: 05/03/2022

Order Qty	Description	Length	Weight	Price	UM	Extension	Tax
75	#4 Rebar Grade A706 A706	60' 0"	3,006.00	\$ 0.74	P	\$2,212.72	T
25	#6 Rebar A706 A706	60' 0"	2,253.00	\$ 0.74	P	\$1,658.43	T
49	#7 Rebar A706 A706	60' 0"	6,009.36	\$ 0.74	P	\$4,423.49	T
50	#8 Rebar A706 A706	60' 0"	8,010.00	\$ 0.74	P	\$5,896.16	T
99	#9 Rebar A706 A706	60' 0"	20,196.00	\$ 0.74	P	\$14,866.28	T
1	Freight Charge			\$ 3.04	C	\$1,200.00	E

Total Weight 39,474.36

Subtotal Non taxable	\$1,200.00
Subtotal taxable	\$29,057.08
California Sales Tax - 7.75%: 7.75%	\$2,251.92
Total	\$32,509.00

Unloading Instructions:
 Receiving Hours:
 Max Bundle Weight: 0
 Spacers

Messages:

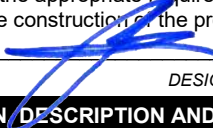
FIELD IRONWORKERS LABOR RATES

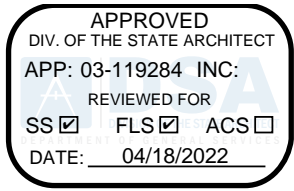
FIELD IRONWORKERS LABOR RATE CALCULATIONS				0/1/2022	1/1/2022
ITEM		CALCULATION		FOREMEN	JOURNEYMEN
BASE RATE		FROM UNION		49.23	44.75
VACATION		FROM UNION		5.65	5.65
TOTAL BASE RATE				54.88	50.40
APPRENTICE		FROM UNION		0.72	0.72
HEALTH AND WELFARE		FROM UNION		10.20	10.20
PENSION		FROM UNION		13.32	13.32
LABOR MGMT		FROM UNION		0.44	0.44
IMPACT		FROM UNION			
ADMIN TRUST		FROM UNION		0.03	0.03
ANNUITY TRUST		FROM UNION		4.06	4.06
EMERG. RELIEF TRUST W/C		FROM UNION		0.035	0.035
WORKERS COMP.		7.38%	*	4.05	3.72
FUTA & ETF.		0.06%	*	0.03	0.03
FICA		7.65%	*	4.19	3.86
SUI		6.20%	*	3.40	3.12
GEN. LIAB.		8.95p.h.	*	4.91	4.51
AUTO		SET BY VISTA		2.50	2.50
SUBTOTAL RATE PER HOUR		(1)		102.77	96.95
OVER HEAD				20%	20%
TOTAL				123.32	116.35
PROFIT				10%	10%
				135.62	127.97

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>)			
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number: 01	CCD Number: Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
2. PROJECT INFORMATION:			
School District/Owner: <u>Oxnard School District</u>		DSA File Number: <u>55 22</u>	
Project Name/School: <u>Rose Avenue K-5 School</u>		DSA Application Number <u>03 119284</u>	
3. APPLICANT INFORMATION:			
Date Submitted: <u>04/18/22</u>		Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? <u>3</u>	
Firm Name: <u>IBI Group, a California Partnership</u>		Contact Name: <u>Ruben Ruiz</u>	
Work Email: <u>ruben.ruiz@ibigroup.com</u>		Work Phone: <u>(805) 546-0433</u>	
Firm Address: <u>4119 Broad Street, Suite 210</u>		City: <u>San Luis Obispo</u>	State: <u>CA</u> Zip Code: <u>93405</u>
4. REASON FOR SUBMITTAL: (Check applicable boxes)			
<input type="checkbox"/> For revision or addendum prior to construction.		<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification or a 90-Day Letter issued.			
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.			
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:			
Name of the Design Professional In General Responsible Charge: <u>Richard Mello</u>			
Professional License Number: <u>C18079</u>		Discipline: <u>Architecture</u>	
Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.			
Signature: 			
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE			
6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:			
For addenda, revisions, or CCDs: CHECK THIS BOX <input checked="" type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): <u>Modifications of the approved detail 22/S8012, per attached REVISION 01-S01 and REVISION 01-S02, in order to alleviate congestion of the grade beam reinforcement at the intersection of the braced frame and moment frames. Please see attached sheet for additional scope description</u>			
List of DSA-approved drawings affected by this post-approval document: <u>22/S8012</u>			

DSA USE ONLY		
	Returned	DSA STAMP
SSS <u>BY</u> Date <u>4/18/22</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____	Date: _____	
FLS <u>EJ</u> Date <u>04.14.22</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required Comments: _____	By: _____	
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required Comments: _____		

Description of Construction Scope, continued...

Proposed changes from the approved drawings.

Due to congestion at the intersection of the grade beams the following modifications are proposed, per attached Sketches REVISION 01-S01 and REVISION 01-S02

- Eliminate the top and bottom mats of pad reinforcement at the intersection of grade beam bars. Calculations included justify the capacity of pad with reduced reinforcement.
- Where the braced frame grade beam bars intersect the moment frame grade beam, extend 5 bottom bars to the edge of pad footing. Balance of the bars are in conflict with the moment frame ties shall terminate with 90 degree hooks near the face of the embed plate. Calculations included with Revision 01 provide justification of capacity of grade beam with reduced reinforcement.
- Modify ties within grade beam intersection to be two piece ties ILO one piece tie to allow for field installation.
- Modify the ties at the moment frame anchors to be (2) U shaped ties + 2 single ties. Also modify spacing to 1.5" oc to get 1" clear between bars for aggregate.
- Add 1" holes in the base plate for grouting.

Locations Requiring Revised Detail (See Supporting Documents):

Sheet S211C:

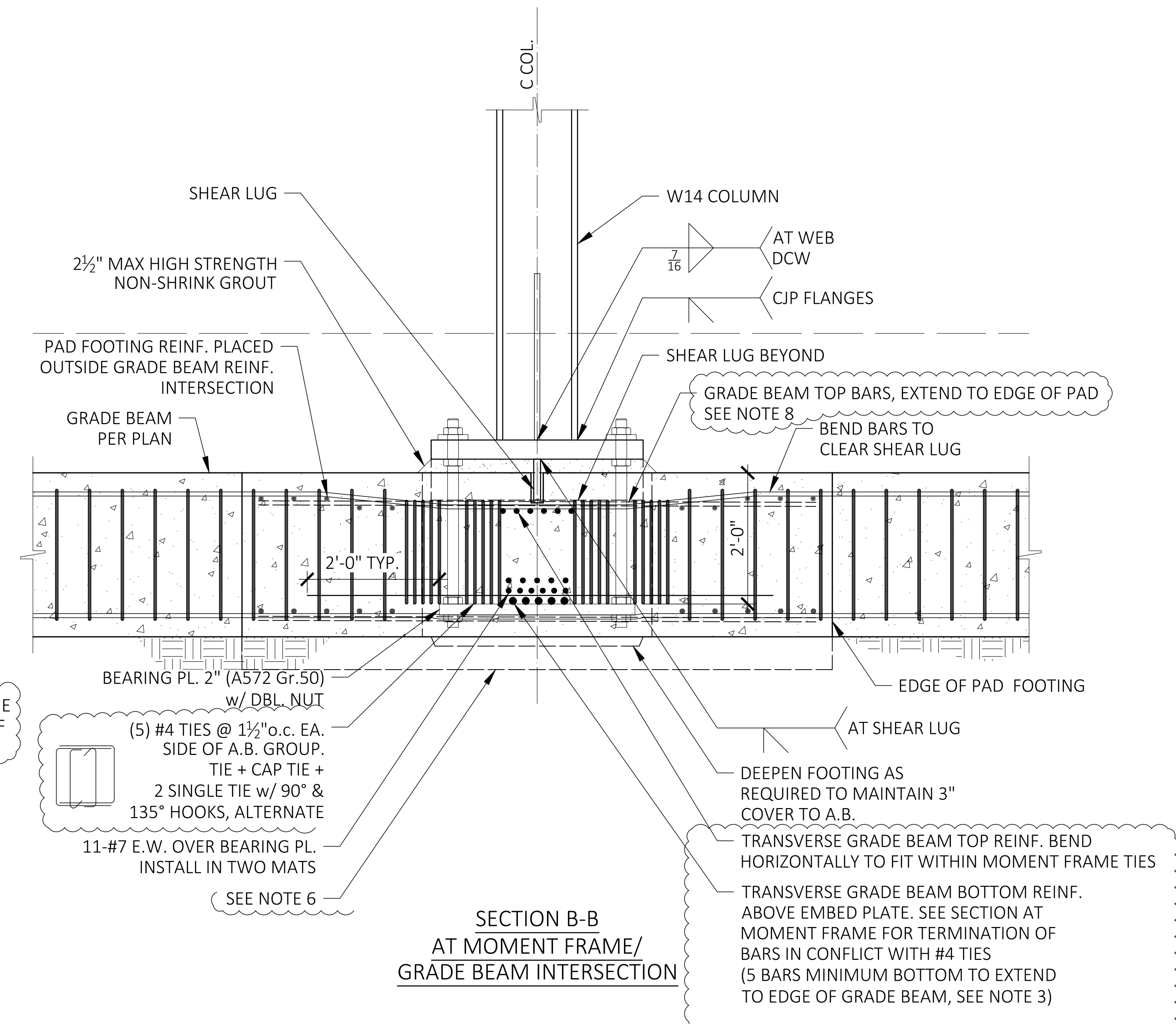
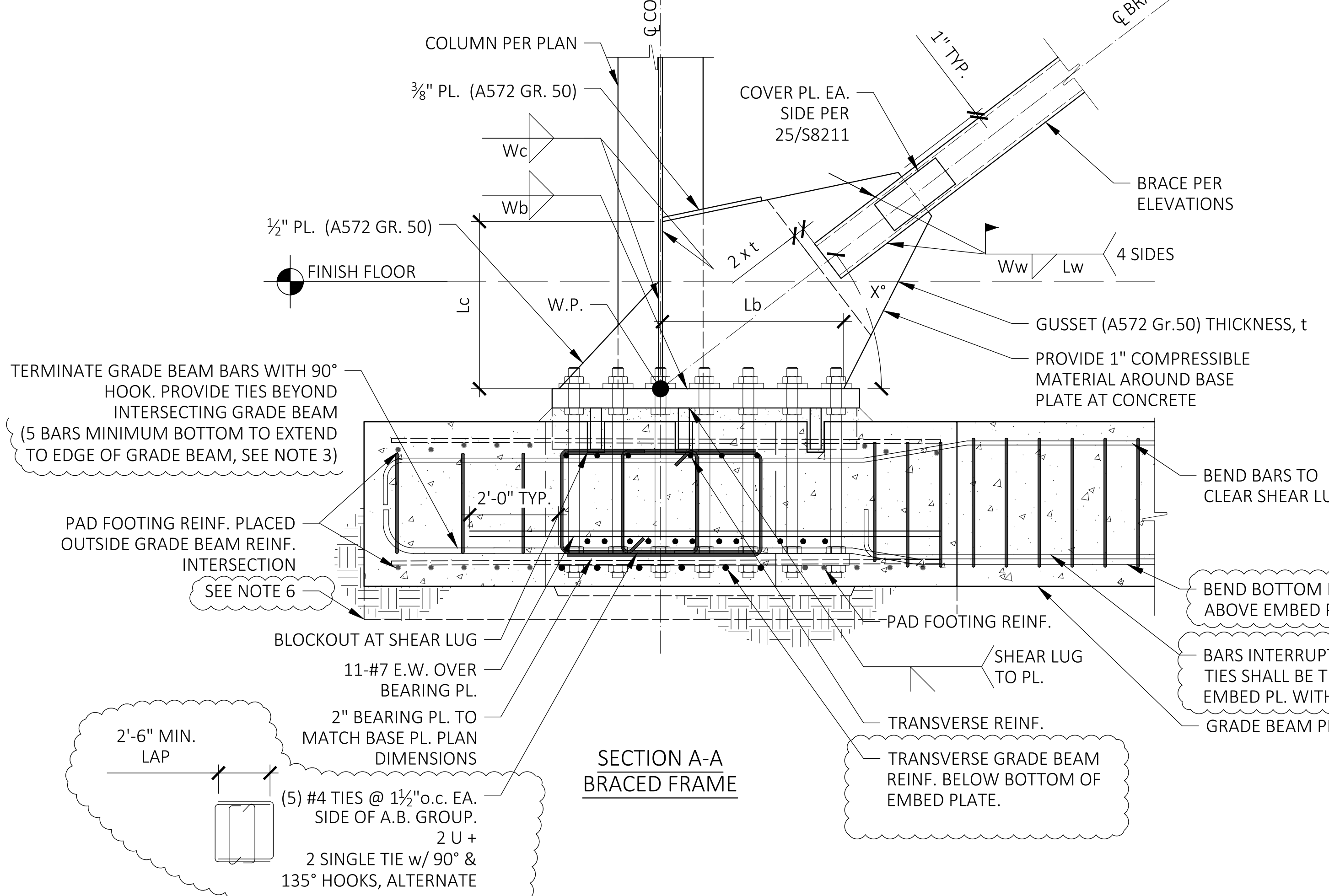
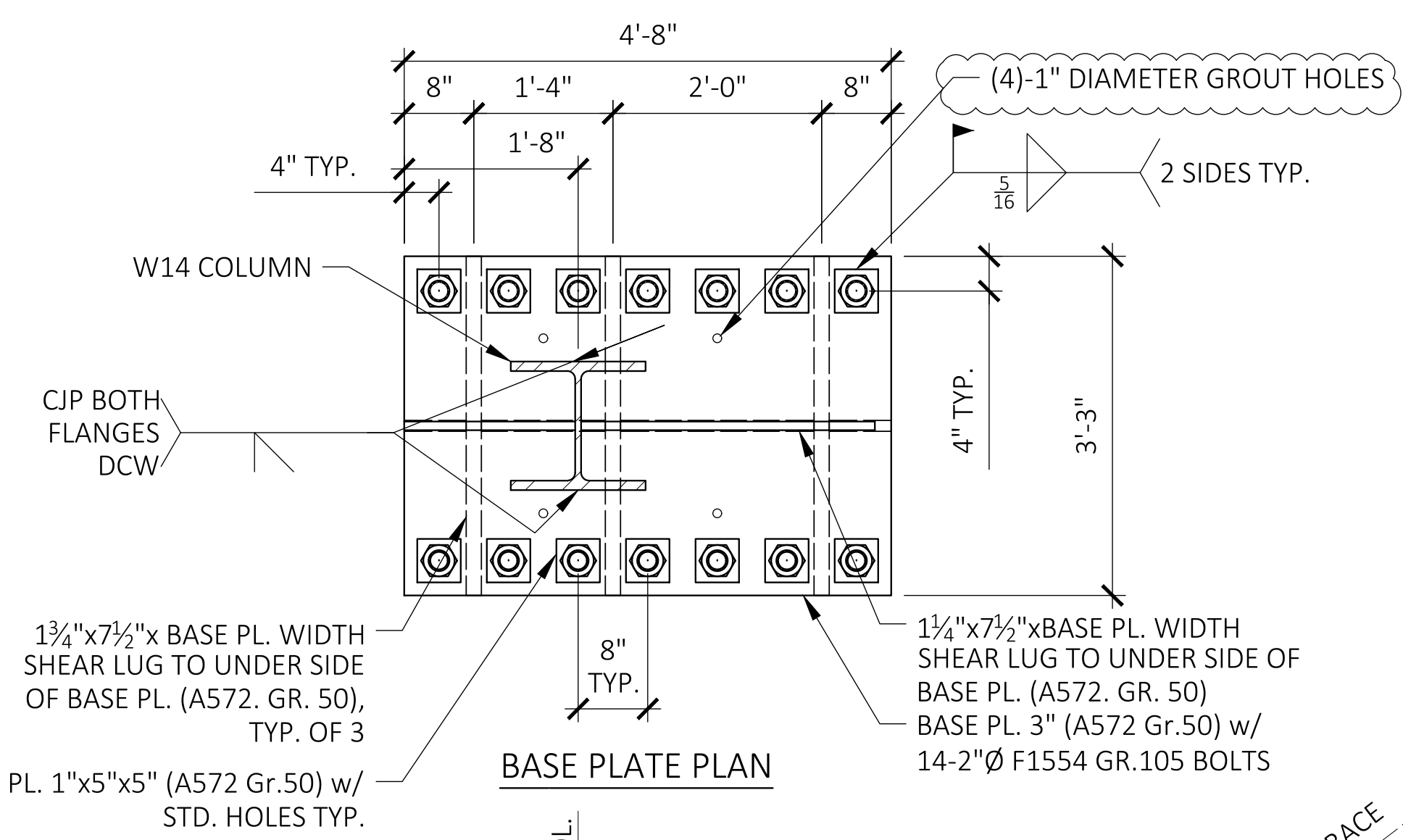
Corner Condition: 1c/Bc, 12c/Bc, 1c/Dc, 12c/Dc,
T Intersection: 8c/Bc, 8c/Dc

Sheet S2112C:

Corner Condition: 16C/Ac, 13c/Gc
T Intersection: 15c/Gc

As a note, for Building C South at grids Pc and Tc, the grade beams at the braced frames are 36" deep, 6" deeper than the transverse moment frame. These grade beams can remain per the approved drawings.

BRACE FRAME CONNECTIONS											
FRAME LINE	BRACE	X°	t (INCH)	Lw (INCH)	Ww (INCH)	Lc (INCH)	Wc (INCH)	Lb (INCH)	Wb (INCH)	STIFF PL REQ'D	REMARKS
1c	HSS6x6x $\frac{1}{2}$	35°	$\frac{3}{4}$	15	$\frac{1}{2}$	26	$\frac{1}{2}$	24	$\frac{1}{2}$	YES	BUILDING C
8c	HSS6x6x $\frac{3}{8}$	35°	$\frac{7}{8}$	16	$\frac{1}{16}$	30	$\frac{1}{2}$	24	$\frac{1}{2}$	YES	BUILDING C
12c	HSS6x6x $\frac{1}{2}$	35°	$\frac{3}{4}$	15	$\frac{1}{2}$	26	$\frac{3}{8}$	24	$\frac{1}{2}$	YES	BUILDING C
Ac	HSS5 $\frac{1}{2}$ x5 $\frac{1}{2}$ x $\frac{3}{8}$	35°	$\frac{3}{4}$	12	$\frac{7}{16}$	22	$\frac{3}{8}$	24	$\frac{7}{16}$	YES	BUILDING C
Gc	HSS5 $\frac{1}{2}$ x5 $\frac{1}{2}$ x $\frac{3}{8}$	35°	$\frac{5}{8}$	16	$\frac{1}{16}$	21	$\frac{3}{8}$	25	$\frac{7}{16}$	YES	BUILDING C
Pc	HSS8x8x $\frac{3}{8}$	35°	1	22	$\frac{1}{16}$	31	$\frac{1}{2}$	32	CJP	YES	BUILDING C
Tc	HSS9x9x $\frac{3}{8}$	35°	1	25	$\frac{1}{16}$	36	$\frac{1}{2}$	34	CJP	YES	BUILDING C



NOTES:
 1. REINFORCING IN DIRECTION OF MOMENT FRAME SHALL EXTEND THROUGH GRADE BEAM TO GRADE BEAM JOINT
 2. GC OPTION TO DEEPEN PAD FOOTING FOR ADDITIONAL CLEARANCE OF BARS.
 3. WHERE LESS THAN 5 LONGITUDINAL BARS ARE IN BOTTOM LAYER OF GRADE BEAM, ALL BARS SHALL EXTEND TO EDGE OF PAD
 4. TIES ARE PERMISSIBLE TO BE TWO PIECE TIES

5. BOTTOM OF SHEAR LUG AND TRANSVERSE REINFORCING MAY TOUCH

6. PAD FOOTING MAY BE DEEPENED UP TO 8" AT CONTRACTOR OPTION
 7. SEE PLAN VIEW DETAILS ON S02/REVISION 01
 8. SHIFT MOMENT FRAME TIES TO ACCOMMODATE TOP BARS OF BRACED FRAME GRADE BEAM

DATE: 04/15/22
 REVISION 01
 S01
 OXNARD CA
 REFERENCE SHEET NO. 22/68012
 BRACED FRAME/MOMENT FRAME CONNECTION AT FOOTING
 ROSE AVENUE K-5 SCHOOL
 OXNARD SCHOOL DISTRICT
 PROJECT NO. 109960
 DSA FILE NO. 5622
 DSA APP. NO. 03-119284
 LICENSED ARCHITECT
 RICHARD M. FELD
 No. C-18079
 REN. 10/23
 STATE OF CALIFORNIA
 IBI
 ARCHITECTURE PLANNING
 Los Angeles
 1001 Wilshire Blvd., Suite 100-3100
 Los Angeles, CA 90017
 213.769.0011 Fax: 213.769.0016
 DATE SIGNED: 03/23/2022

APPROVED
 DIV. OF THE STATE ARCHITECT
 APP: 03-119284 INC.
 REVIEWED FOR
 SS FLS ACS
 DATE: 04/18/2022

REVISION 01
 S02

DATE
 04/15/22

OXNARD
 CA
 REFERENCE SHEET NO.
 22/68012

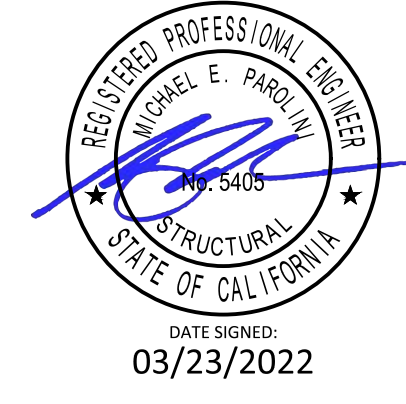
BRACED FRAME/MOMENT FRAME CONNECTION AT FOOTING

ROSE AVENUE K-5 SCHOOL
 OXNARD SCHOOL DISTRICT

PROJECT NO.
 109690
 DSA FILE NO.
 56-22
 DSA APP. NO.
 03-119284

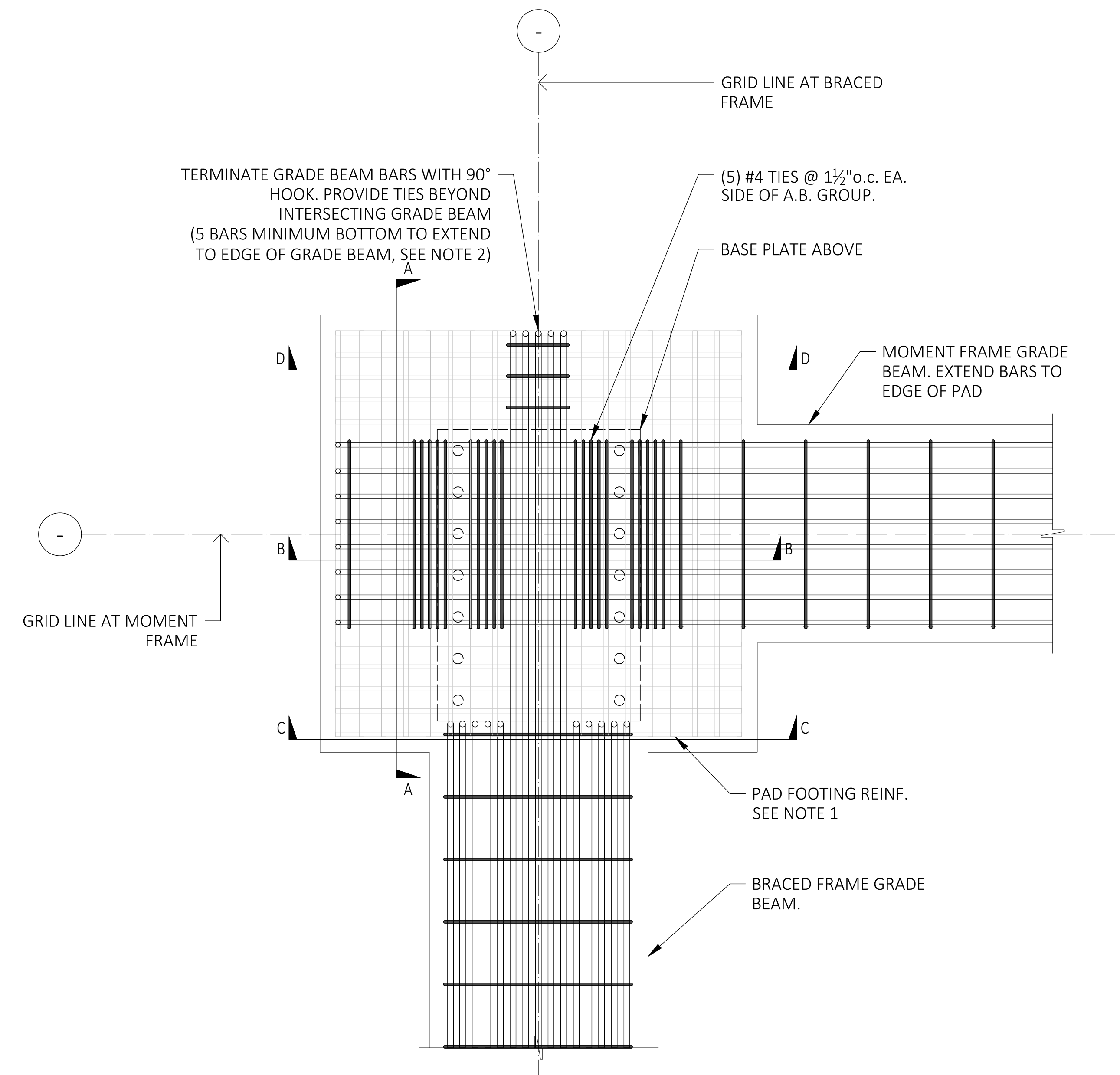


Los Angeles
 1001 Wilshire Blvd., Suite 100-3100
 Los Angeles, CA 90017
 213.769.0011 Fax: 213.769.0016



03-119202

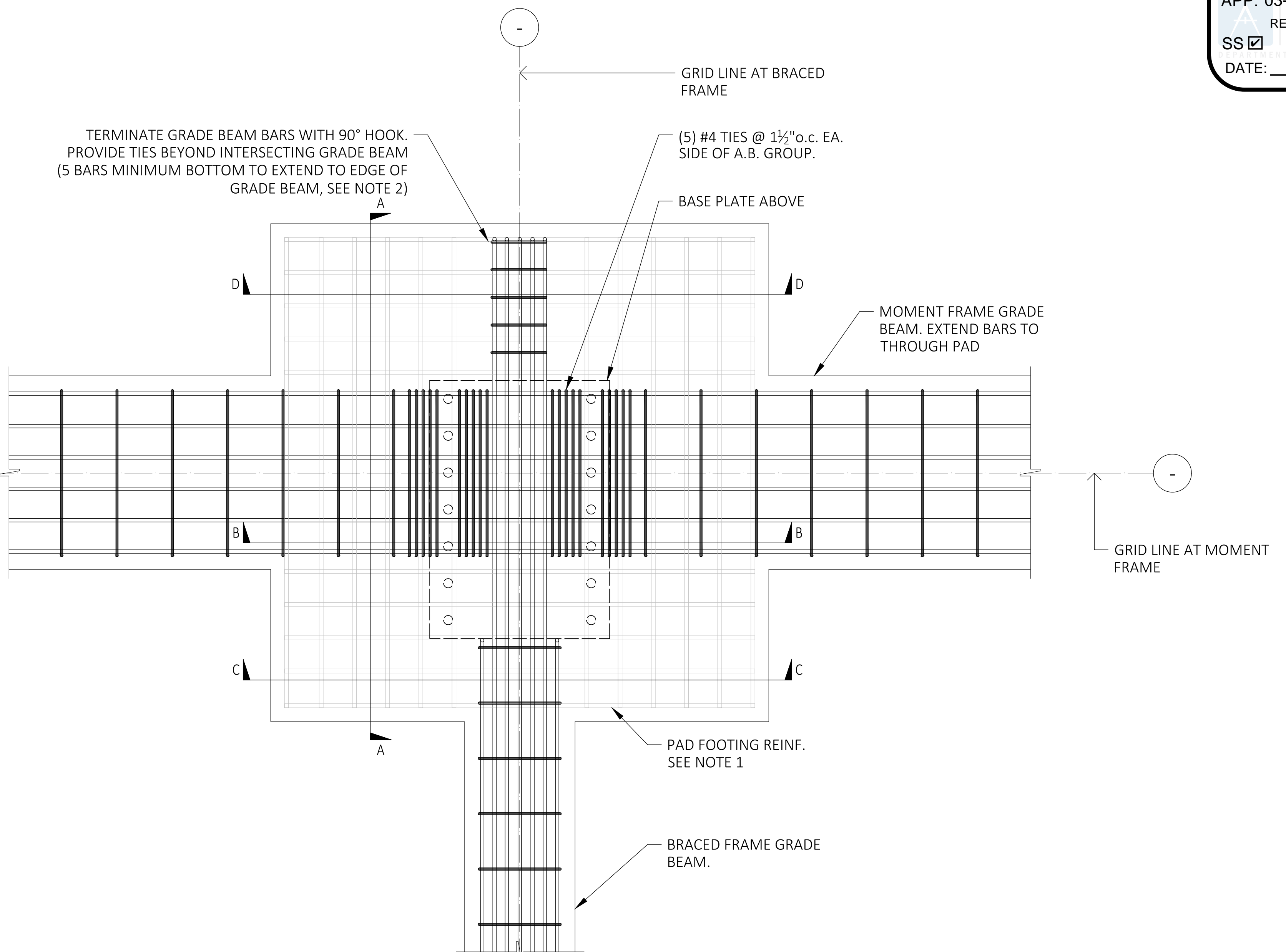
251



GRADE BEAM INTERSECTION CORNER

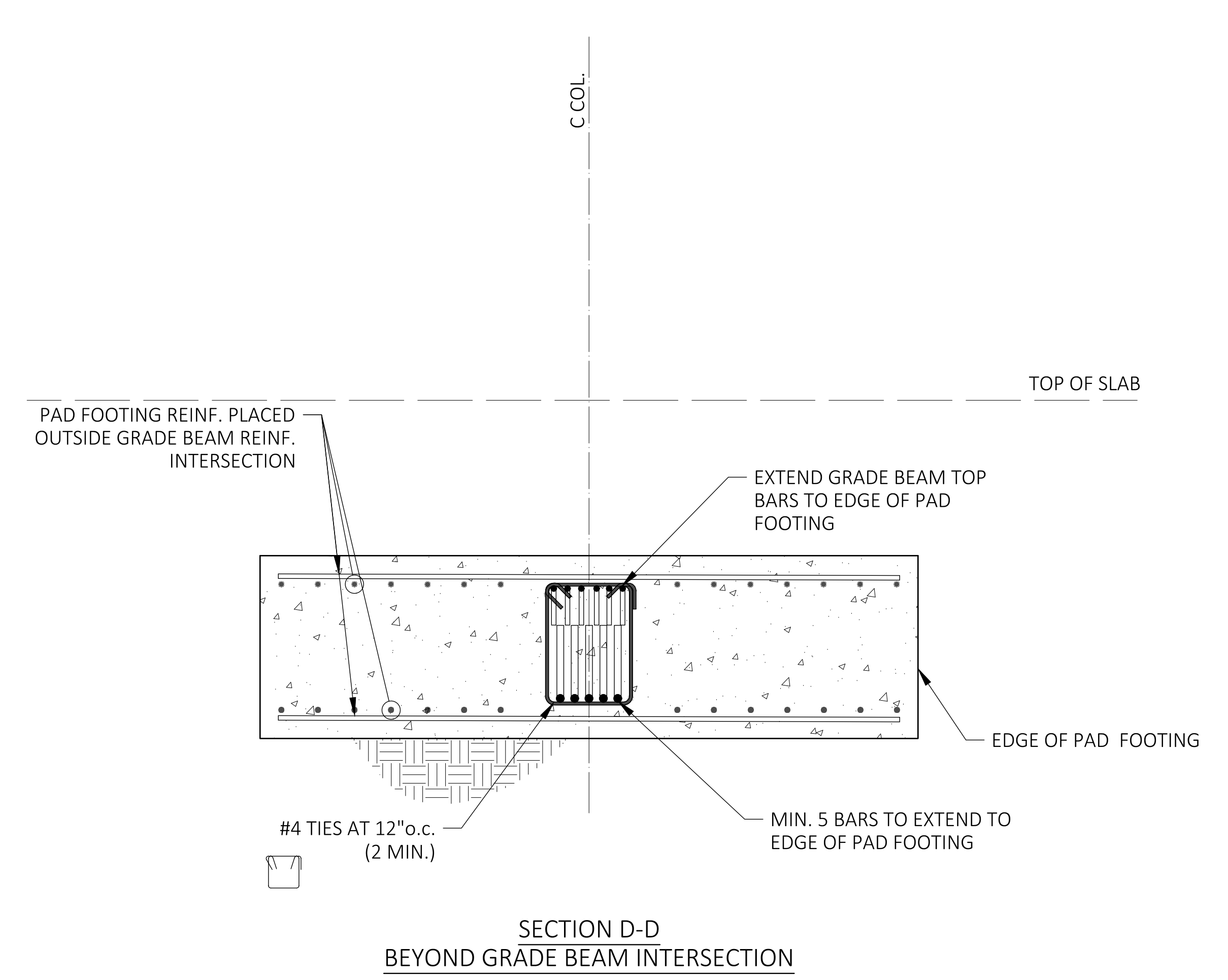
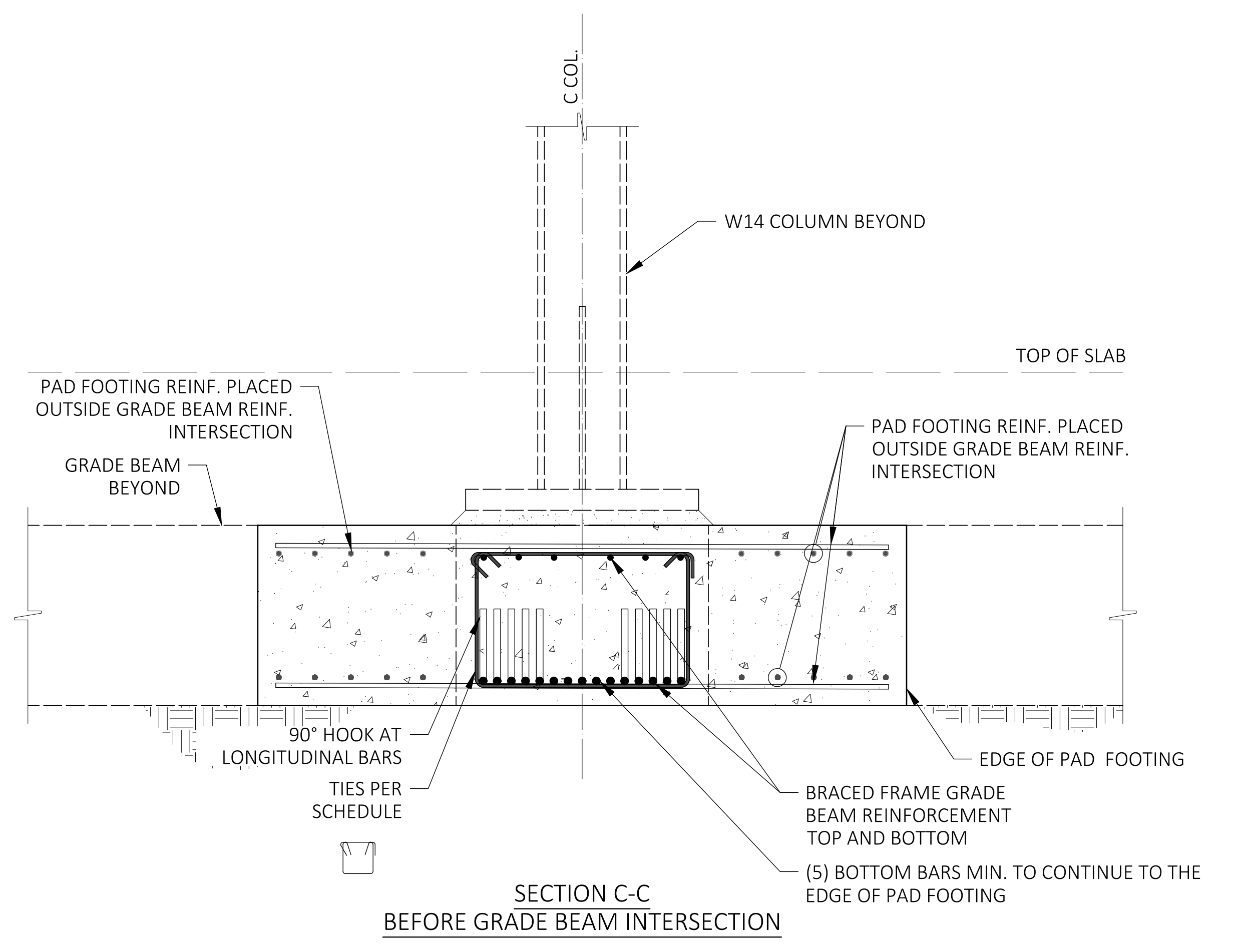
LOCATION: 1c/Bc, 12c/Bc, 1c/Dc, 12c/Dc, 16c/Ac, 13c/Gc

- NOTES:
1. OMIT THE PAD REINFORCING STEEL WITHIN THE GRADE BEAM INTERSECTION AREA
 2. WHERE LESS THAN 5 LONGITUDINAL BARS ARE IN GRADE BEAM ALL BARS SHALL EXTEND TO EDGE OF PAD
 3. SEE S01/REVISION 01 FOR SECTIONS A-A AND B-B



GRADE BEAM INTERSECTION

LOCATION: 8c/Bc, 8c/Dc, 15c/Gc





structural engineers

STRUCTURAL CALCULATIONS

March 23, 2022

Project No. S1719

DSA Application No.: 03-119284

Rose Ave Elementary School – CCD05

220 South Driskell St.
Oxnard, CA 93030

Prepared For:

IBI Group
315 West 9th St., Suite 600
Los Angeles, CA 90015



Signed
03/23/2022

CONTENTS

Basis of Design	1
Foundation Analysis	2 - 15

NOTES

This package of structural calculations, notes, plans, details and other information is not a complete structural analysis of the entire structure under review. The above signing engineer is only responsible for systems designed by them, as outlined within this package.

CCD Description:

CCD05 is proposed as a modification of the approved detail 22/S8012 in order to alleviate congestion of the grade beam reinforcement at the intersection of the braced frame and moment frames. Below is a list of the proposed changes to the approved detail.

Proposed changes from the approved drawings (CCD05).

Due to congestion at the intersection of the grade beams the following modifications are proposed.

- Eliminate the top and bottom mats of pad reinforcement at the intersection of grade beam bars. Calculations included justify capacity of pad with reduced reinforcement.
- Where the braced frame grade beam bars intersect the moment frame grade beam, extend 5 bottom bars to the edge of pad footing. Balance of the bars are in conflict with the moment frame ties shall terminate with 90 degree hooks near the face of the embed plate. Calculations included with CCD provide justification of capacity of grade beam with reduced reinforcement.
- Modify ties within grade beam intersection to be two piece ties ILO one piece tie to allow for field installation.
- Modify the ties at the moment frame anchors to be (2) U shaped ties + 2 single ties. Also modify spacing to 1.5" oc to get 1" clear between bars for aggregate.
- Add 1" holes in the base plate for grouting.

Locations Requiring Revised Detail

Corner Condition: 1c/Bc, 12c/Bc, 1c/Dc, 12c/Dc, 16C/Ac, 13c/Gc

T Intersection: 8c/Bc, 8c/Dc, 15c/Gc

As a note, for Building C South at grids Pc and Tc, the grade beams at the braced frames are 36" deep, 6" deeper than the transverse moment frame. These grade beams can remain per the approved drawings.

Design Methodology:

Pad footings are sized to support bearing pressure from vertical load (Dead, Live, and Wind and Seismic). Grade beams are sized for fixed base of moment frames and to resist uplift of the braced frames. The foundation elements are designed for overstrength. Connections of lateral systems (SMF and SCBF) are designed for the yielded system or overstrength as required by the AISC.

Development of braced frame anchorage forces (Anchorage to remain per approved drawings):

Shear is developed into foundation with shear lugs. Tension is developed through the anchor bolts into the bearing plate. The added #7 bars over the bearing plate provide shear reinforcement as the breakout plane of the bearing plate must pass through the added reinforcing. This method is used as outlined in the SEAOC design guide.

Development of the moment frame Anchorage forces (Anchorage to remain per approved drawings):

Frames are fixed base. The anchor tension force is developed into #4 ties either side of the anchor bolts in accordance with AISC design guide. Shear is developed through the shear lug.

**Typical Resisting Weights:**

Slab resisting weight:

$$t = 5" \text{ w/ } \#4 \text{ at } 18" \text{ o.c. E.W. } \quad f'c = 4000 \text{ psi}$$

$$As/ft = 0.2 \text{ in}^2 / 1.5 \text{ ft} = 0.133 \text{ in}^2$$

$$d = 5"/2 - 0.5"/2 = 2.25"$$

$$\phi Mn = 0.9 * 60 \text{ ksi} * 0.133 \text{ in}^2 (2.25" - 60 * .133 / (1.7 * 4 \text{ ksi} * 12")) = 15.5 \text{ k-in} = 1,290 \text{ lb-ft} / \text{ft}$$

$$\phi Vc = 0.75 * 2 * \sqrt{4000 \text{ psi}} * 12" * 2.25" = 2560 \text{ lb/ft}$$

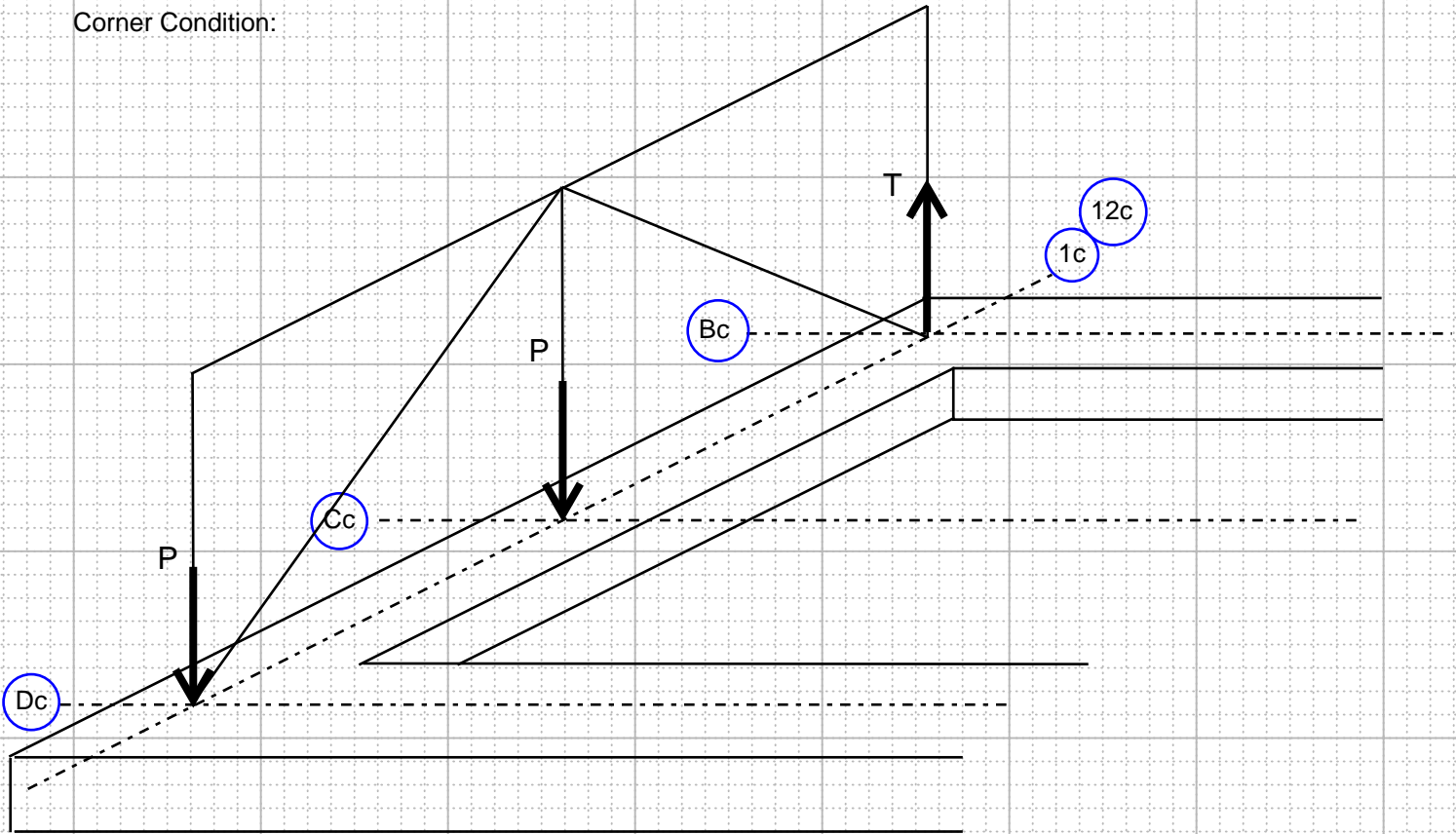
$$w, \text{ slab} = 5"/12 * 150 \text{ pcf} = 62.5 \text{ psf}$$

$$\text{Cantilever length of slab: } L = \min [\sqrt{2M/w}, V/w] = 6.42 \text{ ft}$$



Building C North:

Corner Condition:



Reactions from Original Design

Frame	$R_D + R_{SD}$	R_L	R_E	$(0.9 - 0.2S_{DS})D - 2.0E$	$(1.2 + 0.2S_{DS})D + L + 2.0E$	$q_u = P_u / A_{ftg}$
1c/Bc	49.3k	8.5k	85k	142k	254k	
1c/Dc	63.6k	16k	85k	134k	284k	$284k / (7ft * 7ft) = 5.8 \text{ ksf}$
12c/Bc	44.5k	11k	73k	121k	226k	
12c/Dc	60k	20k	73k	112k	258k	$258k / (8ft * 8ft) = 4.0 \text{ ksf}$

See next page for pad footing with reduced reinforcement to resist pressures from reactions with overstrength.

General Footing

Lic. #: KW-06009460

DESCRIPTION: Pad Footing - With Overstrength

Code References

Calculations per ACI 318-14, IBC 2018, CBC 2019, ASCE 7-16
 Load Combinations Used : ASCE 7-10

General Information

Material Properties

f_c : Concrete 28 day strength	=	3.0	ksi
f_y : Rebar Yield	=	60.0	ksi
E_c : Concrete Elastic Modulus	=	3,122.0	ksi
Concrete Density	=	145.0	pcf
ϕ Values Flexure	=	0.90	
Shear	=	0.750	

Soil Design Values

Allowable Soil Bearing	=	6.0	ksf
Increase Bearing By Footing Weight	=	No	
Soil Passive Resistance (for Sliding)	=	250.0	pcf
Soil/Concrete Friction Coeff.	=	0.30	

Analysis Settings

Min Steel % Bending Reinf.	=	
Min Allow % Temp Reinf.	=	0.0018
Min. Overturning Safety Factor	=	1.0 : 1
Min. Sliding Safety Factor	=	1.0 : 1
Add Ftg Wt for Soil Pressure	:	Yes
Use ftg wt for stability, moments & shears	:	Yes
Add Pedestal Wt for Soil Pressure	:	No
Use Pedestal wt for stability, mom & shear	:	No

Increases based on footing Depth

Footing base depth below soil surface	=	4.0	ft
Allow press. increase per foot of depth when footing base is below	=		ksf

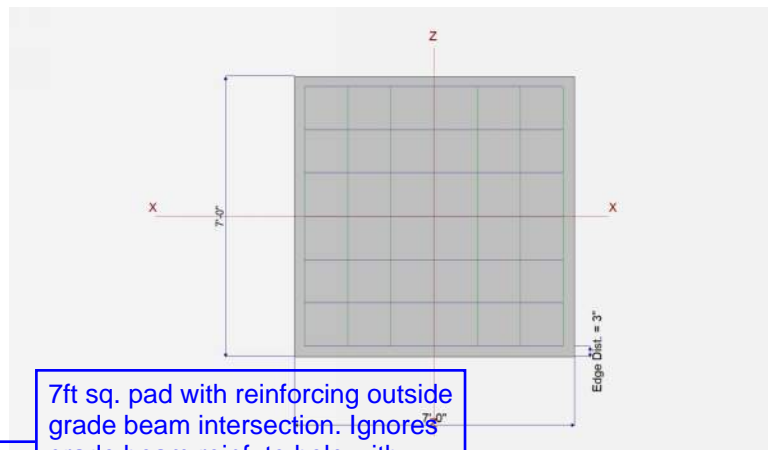
Increases based on footing plan dimension

Allowable pressure increase per foot of depth when max. length or width is greater than	=		ksf
	=		ft

Dimensions

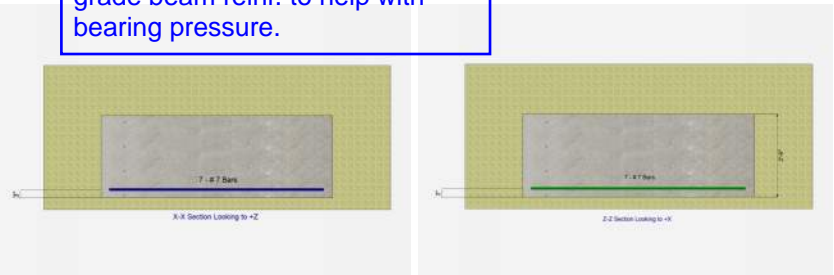
Width parallel to X-X Axis	=	7.0	ft
Length parallel to Z-Z Axis	=	7.0	ft
Footing Thickness	=	30.0	in

Pedestal dimensions...	=		in
px : parallel to X-X Axis	=		in
pz : parallel to Z-Z Axis	=		in
Height	=		in
Rebar Centerline to Edge of Concrete... at Bottom of footing	=	3.0	in



Reinforcing

Bars parallel to X-X Axis	=	7.0
Number of Bars	=	# 7
Reinforcing Bar Size	=	# 7
Bars parallel to Z-Z Axis	=	7.0
Number of Bars	=	# 7
Reinforcing Bar Size	=	# 7
Bandwidth Distribution Check (ACI 15.4.4.2)		n/a
Direction Requiring Closer Separation		n/a
# Bars required within zone		n/a
# Bars required on each side of zone		n/a



Applied Loads

	D	Lr	L	S	W	E	H
P : Column Load	=	63.60		16.0		170.0	k
OB : Overburden	=						ksf
M-xx	=						k-ft
M-zz	=						k-ft
V-x	=						k
V-z	=						k

$85k * 2 = 170k$

General Footing

Lic. #: KW-06009460

DESCRIPTION: Pad Footing - With Overstrength

DESIGN SUMMARY

Design OK

	Min. Ratio	Item	Applied	Capacity	Governing Load Combination
PASS	0.7090	Soil Bearing	4.254 ksf	6.0 ksf	+D+0.70E about Z-Z axis
PASS	n/a	Overturing - X-X	0.0 k-ft	0.0 k-ft	No Overturing
PASS	n/a	Overturing - Z-Z	0.0 k-ft	0.0 k-ft	No Overturing
PASS	n/a	Sliding - X-X	0.0 k	0.0 k	No Sliding
PASS	n/a	Sliding - Z-Z	0.0 k	0.0 k	No Sliding
PASS	n/a	Uplift	0.0 k	0.0 k	No Uplift
PASS	0.4837	Z Flexure (+X)	34.493 k-ft/ft	71.312 k-ft/ft	+1.540D+0.50L+E
PASS	0.4837	Z Flexure (-X)	34.493 k-ft/ft	71.312 k-ft/ft	+1.540D+0.50L+E
PASS	0.4837	X Flexure (+Z)	34.493 k-ft/ft	71.312 k-ft/ft	+1.540D+0.50L+E
PASS	0.4837	X Flexure (-Z)	34.493 k-ft/ft	71.312 k-ft/ft	+1.540D+0.50L+E
PASS	0.2666	1-way Shear (+X)	21.90 psi	82.158 psi	+1.540D+0.50L+E
PASS	0.2666	1-way Shear (-X)	21.90 psi	82.158 psi	+1.540D+0.50L+E
PASS	0.2666	1-way Shear (+Z)	21.90 psi	82.158 psi	+1.540D+0.50L+E
PASS	0.2666	1-way Shear (-Z)	21.90 psi	82.158 psi	+1.540D+0.50L+E
PASS	0.5169	2-way Punching	84.941 psi	164.317 psi	+1.540D+0.50L+E

Detailed Results

Soil Bearing

Rotation Axis & Load Combination...	Gross Allowable	Xecc	Zecc (in)	Actual Soil Bearing Stress @ Location				Actual / Allow Ratio
				Bottom, -Z	Top, +Z	Left, -X	Right, +X	
X-X, D Only	6.0	n/a	0.0	1.825	1.825	n/a	n/a	0.304
X-X, +D+L	6.0	n/a	0.0	2.152	2.152	n/a	n/a	0.359
X-X, +D+0.750L	6.0	n/a	0.0	2.070	2.070	n/a	n/a	0.345
X-X, +D+0.70E	6.0	n/a	0.0	4.254	4.254	n/a	n/a	0.709
X-X, +D+0.750L+0.5250E	6.0	n/a	0.0	3.892	3.892	n/a	n/a	0.649
X-X, +0.60D	6.0	n/a	0.0	1.095	1.095	n/a	n/a	0.183
X-X, +0.60D+0.70E	6.0	n/a	0.0	3.524	3.524	n/a	n/a	0.587
Z-Z, D Only	6.0	0.0	n/a	n/a	n/a	1.825	1.825	0.304
Z-Z, +D+L	6.0	0.0	n/a	n/a	n/a	2.152	2.152	0.359
Z-Z, +D+0.750L	6.0	0.0	n/a	n/a	n/a	2.070	2.070	0.345
Z-Z, +D+0.70E	6.0	0.0	n/a	n/a	n/a	4.254	4.254	0.709
Z-Z, +D+0.750L+0.5250E	6.0	0.0	n/a	n/a	n/a	3.892	3.892	0.649
Z-Z, +0.60D	6.0	0.0	n/a	n/a	n/a	1.095	1.095	0.183
Z-Z, +0.60D+0.70E	6.0	0.0	n/a	n/a	n/a	3.524	3.524	0.587

Overturing Stability

Rotation Axis & Load Combination...	Overturing Moment	Resisting Moment	Stability Ratio	Status
Footing Has NO Overturing				

All units k

Sliding Stability

Force Application Axis Load Combination...	Sliding Force	Resisting Force	Stability Ratio	Status
Footing Has NO Sliding				

Footing Flexure

Flexure Axis & Load Combination	Mu k-ft	Side	Tension Surface	As Req'd in^2	Gvrn. As in^2	Actual As in^2	Phi*Mn k-ft	Status
X-X, +1.40D	11.130	+Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK
X-X, +1.40D	11.130	-Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK
X-X, +1.20D+1.60L	12.740	+Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK
X-X, +1.20D+1.60L	12.740	-Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK
X-X, +1.20D+0.50L	10.540	+Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK
X-X, +1.20D+0.50L	10.540	-Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK
X-X, +1.20D	9.540	+Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK
X-X, +1.20D	9.540	-Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK
X-X, +1.540D+0.50L+E	34.493	+Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK
X-X, +1.540D+0.50L+E	34.493	-Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK

General Footing

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Lic. #: KW-06009460

DESCRIPTION: Pad Footing - With Overstrength

Footing Flexure

Flexure Axis & Load Combination	Mu k-ft	Side	Tension Surface	As Req'd in^2	Gvrn. As in^2	Actual As in^2	Phi*Mn k-ft	Status
X-X, +0.90D	7.155	+Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK
X-X, +0.90D	7.155	-Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK
X-X, +0.560D+E	25.702	+Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK
X-X, +0.560D+E	25.702	-Z	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +1.40D	11.130	-X	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +1.40D	11.130	+X	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +1.20D+1.60L	12.740	-X	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +1.20D+1.60L	12.740	+X	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +1.20D+0.50L	10.540	-X	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +1.20D+0.50L	10.540	+X	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +1.20D	9.540	-X	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +1.20D	9.540	+X	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +1.540D+0.50L+E	34.493	-X	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +1.540D+0.50L+E	34.493	+X	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +0.90D	7.155	-X	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +0.90D	7.155	+X	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +0.560D+E	25.702	-X	Bottom	0.3240	Min Temp %	0.60	71.312	OK
Z-Z, +0.560D+E	25.702	+X	Bottom	0.3240	Min Temp %	0.60	71.312	OK

One Way Shear

Load Combination...	Vu @ -X	Vu @ +X	Vu @ -Z	Vu @ +Z	Vu:Max	Phi Vn	Vu / Phi*Vn	Status
+1.40D	7.07 psi	7.07 psi	7.07 psi	7.07 psi	7.07 psi	82.16 psi	0.09	OK
+1.20D+1.60L	8.09 psi	8.09 psi	8.09 psi	8.09 psi	8.09 psi	82.16 psi	0.10	OK
+1.20D+0.50L	6.69 psi	6.69 psi	6.69 psi	6.69 psi	6.69 psi	82.16 psi	0.08	OK
+1.20D	6.06 psi	6.06 psi	6.06 psi	6.06 psi	6.06 psi	82.16 psi	0.07	OK
+1.540D+0.50L+E	21.90 psi	21.90 psi	21.90 psi	21.90 psi	21.90 psi	82.16 psi	0.27	OK
+0.90D	4.54 psi	4.54 psi	4.54 psi	4.54 psi	4.54 psi	82.16 psi	0.06	OK
+0.560D+E	16.32 psi	16.32 psi	16.32 psi	16.32 psi	16.32 psi	82.16 psi	0.20	OK

Two-Way "Punching" Shear

Load Combination...	Vu	Phi*Vn	Vu / Phi*Vn	Status
+1.40D	27.41 psi	164.32 psi	0.1668	OK
+1.20D+1.60L	31.37 psi	164.32 psi	0.1909	OK
+1.20D+0.50L	25.96 psi	164.32 psi	0.158	OK
+1.20D	23.49 psi	164.32 psi	0.143	OK
+1.540D+0.50L+E	84.94 psi	164.32 psi	0.5169	OK
+0.90D	17.62 psi	164.32 psi	0.1072	OK
+0.560D+E	63.29 psi	164.32 psi	0.3852	OK

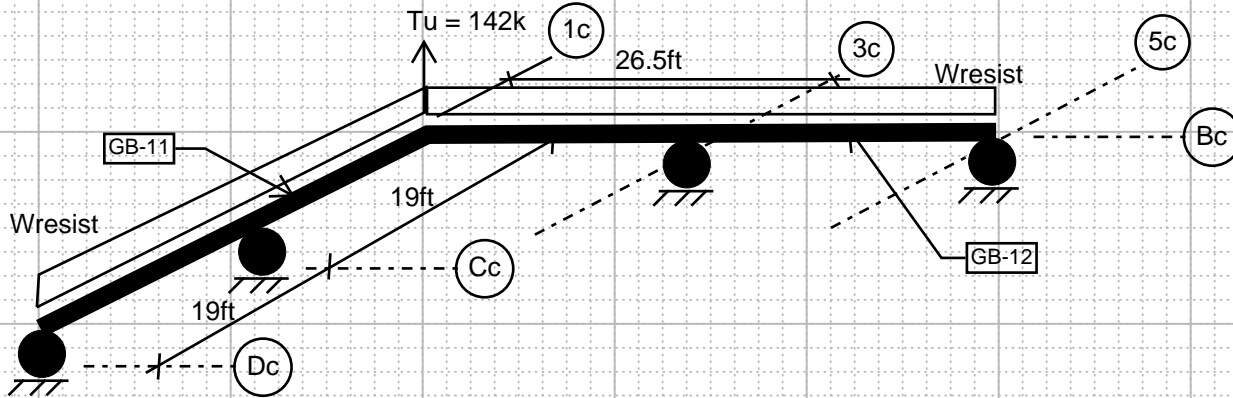
All units k



Grade Beam Analysis:

Design Methodology:

At the corner intersections the grade beams are acting in flexure together cantilevering off the next respective column. For example for the worst case at 1c/Bc, the grade beam cantilevers from 1c/Bc to 1c/Cc and from 1c/Bc to 3c/Bc. See load diagram below. The relative stiffnesses of the grade beams is determined and the forces are analyzed for each grade beam.



GB-11

b = 42", h = 30"

Ec = 3060ksi (4,000 psi concrete)

I = 94,500 in⁴

Determine relative stiffness using beam deflection equations from AISC

$$\delta = Pa^2 / 3EI * (L+a) = 0.0275"$$

$$a = 19.04ft = 228.5"$$

$$L = 19.04ft = 228.5"$$

$$k = 1/\delta = 36.4k/in$$

$$\% Tu = 36.4/(36.4+13.7) = 0.726$$

$$Tu = 0.726*142k = 103k$$

GB-11 Forces

$$W_{resist} = 30/12*42/12*150pcf + 3ft*1.5ft*150pcf + 6.42ft*5/12*150pcf = 2388 plf$$

Resisting load from grade beam+slab+thickened footing self weight

$$Mu = 103k*19ft - 2.388klf*19^2/2 = 1525k-ft$$

$$Vu = 103k$$

$$\phi Mn = 1538 k-ft$$

$$As = 15in^2 (15-#9)$$

GB-12

b = 42", h = 30"

Ec = 3060ksi (4,000 psi concrete)

I = 94,500 in⁴

$$\delta = Pa^2 / 3EI * (L+a) = 0.073"$$

$$a = 26.5ft = 318"$$

$$L = 25.5ft = 306"$$

$$k = 1/\delta = 13.7k/in$$

$$\% Tu = 13.7/(43.5+13.7) = 0.274$$

$$Tu = 0.274*142k = 38.8k$$

GB-12 Forces

$$W_{resist} = 30/12*42/12*150pcf + 3ft*1.5ft*150pcf + 6.42ft*5/12*150pcf = 2388 plf$$

Resisting load from grade beam+slab+thickened footing self weight

$$Mu = 38.8k*26.5ft - 2.388klf*26.5^2/2 = 189k-ft$$

$$Vu = 38.8k$$

$$\phi Mn = 541 k-ft$$

$$As = 4.6in^2 (8-#7)$$

Ties/shear design not changing.

Grade Beam Capacity

GB-11

$B_{FOOTING} = 3.5$ ft

$f'c = 4$ ksi

$T_{FOOTING} = 2.5$ ft

Demand Forces

Bottom Flexure: $M_u = 1525.00$ k-ft

Top Flexure : $M_u = 0.0$ k-ft

Bottom Flexural Capacity

Longitudinal Reinforcing: (15) - # 9 $A = 15$ in²
 $A_{s,min} = .0018bh = 2.268$ in²

$b = 42$ in $\phi M_n = 18455.64$ k-in DCR: 0.99
 clear = 3 in 1537.97 k-ft
 $d = 25.936$ in

Reinforcing Spacing: 2.42 in
 Clear Distance: 1.29 in

Top Flexural Capacity

Longitudinal Reinforcing: (8) - # 6 $A = 3.52$ in²
 Transverse Reinforcing:

$b = 42$ in
 clear = 3 in
 $d = 26.125$ in

$\phi M_n = 4825.277$ k-in DCR: 0.00
 402.1064 k-ft

Reinforcing Spacing: 4.89 in
 Clear Distance: 4.14 in

Grade Beam Capacity

GB-12

$B_{\text{FOOTING}} = 3.5 \text{ ft}$

$f'c = 4 \text{ ksi}$

$T_{\text{FOOTING}} = 2.5 \text{ ft}$

Demand Forces

Bottom Flexure: $M_u = 189.00 \text{ k-ft}$

Top Flexure : $M_u = 0.0 \text{ k-ft}$

Bottom Flexural Capacity

Longitudinal Reinforcing: (8) - # 7 $A = 4.8 \text{ in}^2$
 $A_{s,\text{min}} = .0018bh = 2.268 \text{ in}^2$

$b = 42 \text{ in}$ $\phi M_n = 6494.022 \text{ k-in}$ $DCR: 0.35$
 $\text{clear} = 3 \text{ in}$ 541.1685 k-ft
 $d = 26.0625 \text{ in}$

Reinforcing Spacing: 4.88 in
 Clear Distance: 4.00 in

Top Flexural Capacity

Longitudinal Reinforcing: (8) - # 7 $A = 4.8 \text{ in}^2$
 Transverse Reinforcing:

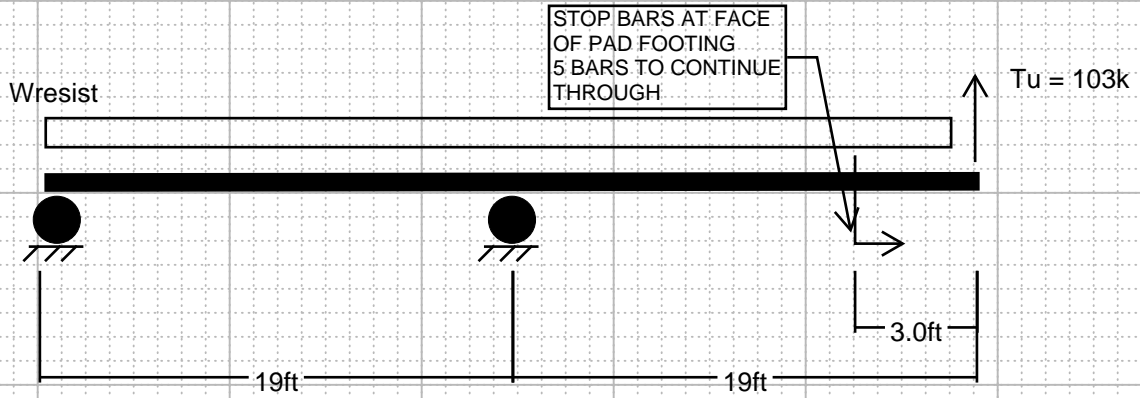
$b = 42 \text{ in}$
 $\text{clear} = 3 \text{ in}$
 $d = 26.0625 \text{ in}$

$\phi M_n = 6494.022 \text{ k-in}$
 541.1685 k-ft $DCR: 0.00$

Reinforcing Spacing: 4.88 in
 Clear Distance: 4.00 in



Check GB-11 for reduced reinforcement to edge of pad:



Flexural forces at face of pad:

$$M_u = 103k \cdot 3.5ft - 2.388klf \cdot 3.5^2/2 = 346 \text{ k-ft}$$

$$\phi M_n = 559 \text{ k-ft}$$

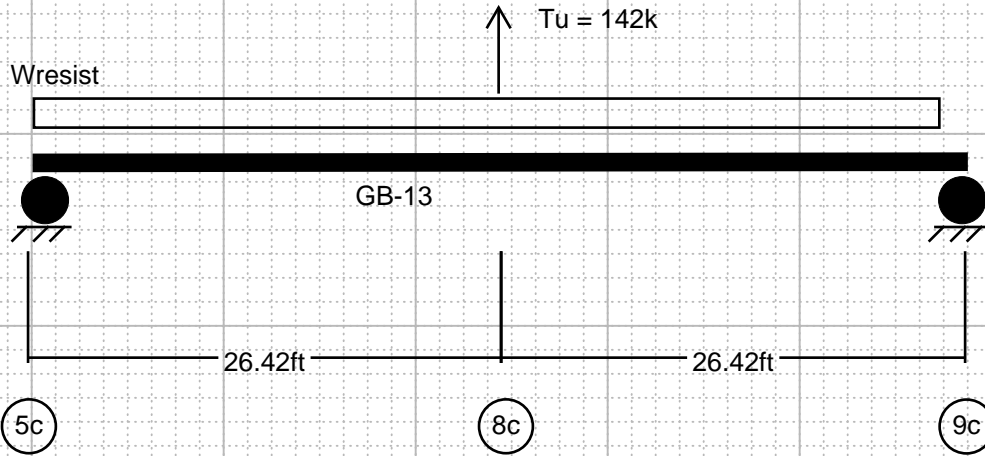
$$A_s = 5in^2 \text{ (5-}\#9\text{)}$$

5 BARS THROUGH PAD IS ACCEPTABLE



Building C North:

Middle of Building Condition:



Reactions from Original Design

Frame 8c	$R_D + R_{SD}$	R_L	R_E	$(0.9 - 0.2S_{DS})D - 2.0E$	$(1.2 + 0.2S_{DS})D + L + 2.0E$	$q_u = P_u / A_{ftg}$
8c/Bc	66.3k	17.2 k	90k	142k	299k	
8c/Dc	83.4k	31.7k	90k	133k	340k	$340k / (9ft \times 9ft) = 4.2 \text{ ksf}$

GB-13 Forces

$$W_{resist} = 30/12 \times 42/12 \times 150 \text{pcf} + 3ft \times 1.5ft \times 150 \text{pcf} + 6.42ft \times 5/12 \times 150 \text{pcf} = 2388 \text{ plf}$$

$$M_u = 142k \times 52.84ft / 4 - 2.388 \text{klf} \times 52.84^2 / 8 = 1042.3 \text{ k-ft}$$

Grade Beam Capacity

$$\phi M_n = 1165 \text{ k-ft}$$

$$A_s = 12 \text{ in}^2 \text{ (12-#9 Top bars)}$$

Grade beam at Bc&Dc transverse to braced frame resists uplift. Grade beam at braced frame (Grid 8c) not needed for uplift.

Grade Beam Capacity

GB-13

$B_{\text{FOOTING}} = 3.5 \text{ ft}$

$f'c = 4 \text{ ksi}$

$T_{\text{FOOTING}} = 2.5 \text{ ft}$

Demand Forces

Bottom Flexure: $\mu = 0.00 \text{ k-ft}$

Top Flexure : $\mu = 1042.0 \text{ k-ft}$

Bottom Flexural Capacity

Longitudinal Reinforcing: (8) - # 7 $A = 4.8 \text{ in}^2$
 $A_{s,\text{min}} = .0018bh = 2.268 \text{ in}^2$

$b = 42 \text{ in}$ $\phi M_n = 6494.022 \text{ k-in}$ DCR: 0.00
 clear = 3 in 541.1685 k-ft
 $d = 26.0625 \text{ in}$

Reinforcing Spacing: 4.88 in
 Clear Distance: 4.00 in

Top Flexural Capacity

Longitudinal Reinforcing: (12) - # 9 $A = 12 \text{ in}^2$
 Transverse Reinforcing:

$b = 42 \text{ in}$
 clear = 3 in
 $d = 25.936 \text{ in}$

$\phi M_n = 15172.91 \text{ k-in}$
 1264.41 k-ft DCR: 0.82

Reinforcing Spacing: 3.08 in
 Clear Distance: 1.95 in

**Building C South:**

Reactions from Original Design

	$R_D + R_{SD}$	R_L	R_E	$(0.9 - 0.2S_{DS})D - 2.0E$	$(1.2 + 0.2S_{DS})D + L + 2.0E$	$q_u = P_u / A_{ftg}$
<i>Frame Gc</i>						
Gc/13c	78.9k	42.4k	51k	57.8k	265k	$2941k / (9ft \times 9ft) = 3.6 \text{ ksf}$
Gc/15c	111.9k	16.6k	51k	39.5k	291k	
<i>Frame Ac</i>						
Ac/15c	34k	0k	37.8k	56.6k	128k	$137k / (9ft \times 9ft) = 1.7 \text{ ksf}$
Ac/16c	39.6k	0k	37.9k	53.7k	137k	

Frames at Ac/Gc:

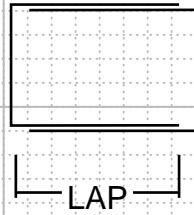
Frames at Ac and Gc are ok by observation based on analysis of frames at 1c and 12c.

Frames at Pc/Tc:

Frames at Pc and Tc have 36" deep grade beams at the braced frames. This reinforcement can fit below the transverse moment frame grade beam (30") not requiring this detail modification.

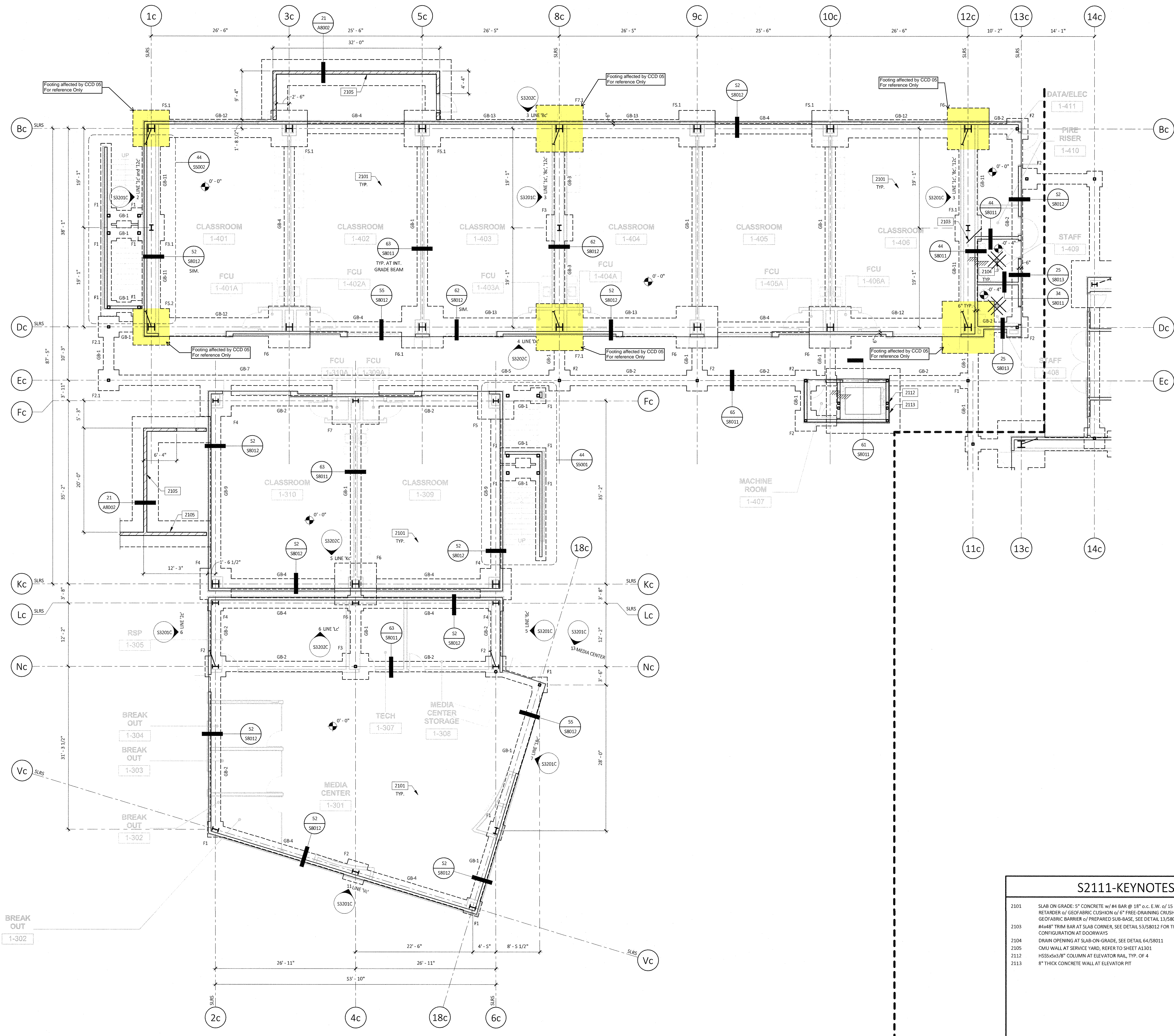


Check Tie Development Length at Moment Frame Tie Modification



$$l_d = [3 \cdot 60000 / (50 \cdot \sqrt{4000})] \cdot 0.5" = 28.5"$$

30" LAP PROVIDED, U TIE OK



S2100-GENERAL NOTES

- SEE SHEETS S0001, S0002, AND S0003 FOR GENERAL NOTES
- DATUM ELEVATION IS (SEE CIVIL PLANS)
Building A: 55.87' Building B: 56.46' Building C: 55.47'
- FINISH FLOOR ELEVATION = +0'-0" RELATIVE TO THE DATUM ELEVATION, UNLESS NOTED OTHERWISE
- TYPICAL TOP OF CONCRETE IS +0'-0" RELATIVE TO THE FINISH FLOOR ELEVATION, UNLESS NOTED OTHERWISE
- TYPICAL TOP OF FOOTING ELEVATION IS (-1'-4") RELATIVE TO TOP OF CONCRETE ELEVATION, UNLESS NOTED OTHERWISE
- SEE SHEET S9101A FOR BUILDING A SCHEDULES
SEE SHEET S9101B FOR BUILDING B SCHEDULES
SEE SHEET S9101C FOR BUILDING C SCHEDULES
- SEE SHEET S8011 FOR TYPICAL FOUNDATION DETAILS
- SEE DETAIL S25/S8011 FOR BUILDING PAD PREPARATION
SEE DETAIL 14/S8133 FOR DEEPEMED PREP AREAS (I.E. ELEVATOR, UTILITY TRENCHES, ETC.)
- SEE ASS SCHEDULE ON SCHEDULE SHEET FOR ARCHITECTURALLY EXPOSED STRUCTURAL STEEL REQUIREMENTS
- SEE COLD FORMED STEEL FRAMING LEGEND AND WALL SCHEDULES ON SCHEDULE SHEET

S2111-SCHEDULES

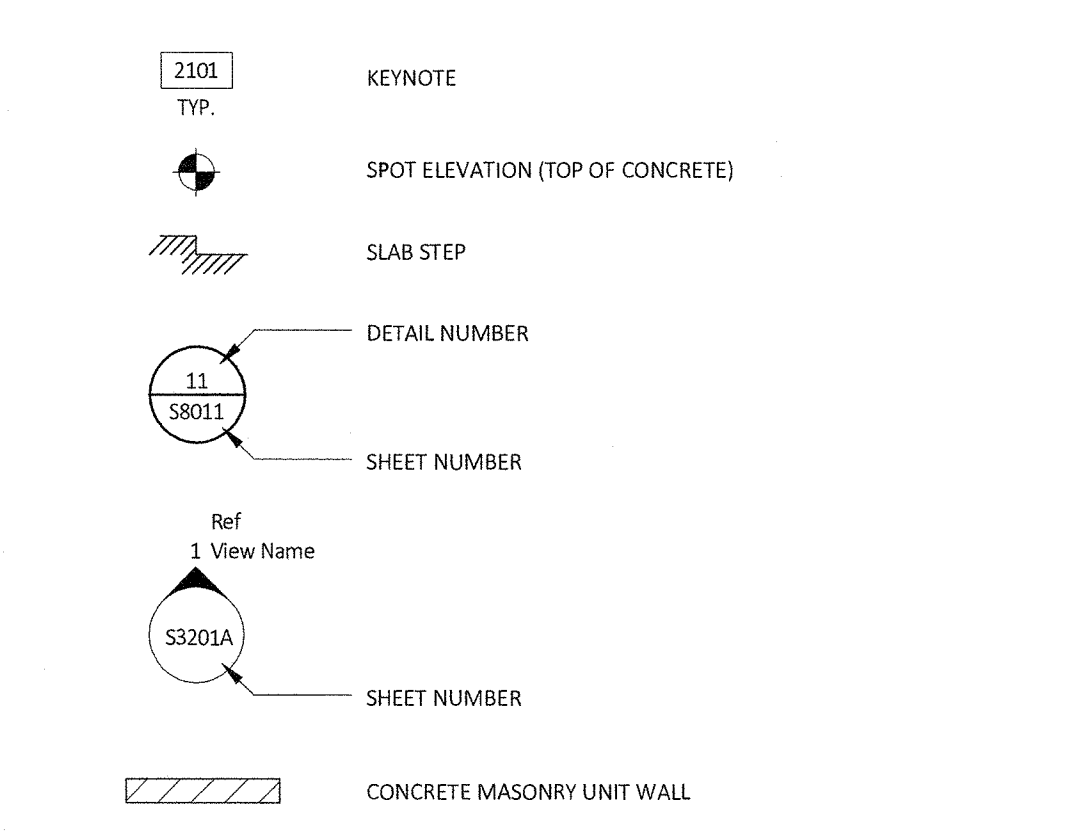
PAD FOOTING SCHEDULE - BLDG. C - NORTH

MARK	DEPTH	PLAN DIMENSIONS	REINFORCING	DETAIL REF.
F1	24"	3'-0" x 3'-0"	(4) #5 E.W.	31/S8011 41/S8011
F2	24"	4'-0" x 4'-0"	(6) #5 E.W.	31/S8011 41/S8011
F2.1	24"	4'-0" x 4'-0"	(6) #7 E.W. T&B	31/S8011 41/S8011
F3	24"	5'-0" x 5'-0"	(7) #5 E.W.	31/S8011 41/S8011
F3.1	30"	5'-0" x 5'-0"	(11) #7 E.W. T&B	31/S8011 41/S8011
F4	24"	6'-0" x 6'-0"	(8) #5 E.W.	31/S8011 41/S8011
F4.1	24"	6'-0" x 6'-0"	(14) #7 E.W. T&B	31/S8011 41/S8011
F5	30"	7'-0" x 7'-0"	(10) #7 E.W. T&B	31/S8011 41/S8011
F5.1	30"	7'-0" x 7'-0"	(10) #7 E.W. AT TOP	31/S8011 41/S8011
F5.2	30"	7'-0" x 7'-0"	(20) #7 E.W. AT TOP	31/S8011 41/S8011
F6	30"	8'-0" x 8'-0"	(17) #7 E.W. T&B	31/S8011 41/S8011
F6.1	24"	8'-0" x 8'-0"	(12) #7 E.W. T&B	31/S8011 41/S8011
F7	24"	9'-0" x 9'-0"	(15) #7 E.W. T&B	31/S8011 41/S8011
F7.1	30"	9'-0" x 9'-0"	(15) #7 E.W. T&B	31/S8011 41/S8011
F8	30"	10'-0" x 10'-0"	(17) #7 E.W. T&B	31/S8011 41/S8011
F9	24"	9'-0" x 9'-0"	(12) #5 E.W. T&B	31/S8011 41/S8011

GRADE BEAM SCHEDULE - BLDG. C - NORTH

MARK	DIMENSIONS DEPTH x WIDTH	REINFORCING		DETAIL REF.
		TOP BARS	BOTTOM BARS	
GB-1	24" x 24"	(2) #6	(2) #6	#4 @ 24" o.c. SEE PLAN
GB-2	24" x 24"	(4) #6	(4) #6	#4 @ 12" o.c. SEE PLAN
GB-3	24" x 24"	(5) #8	(3) #6	#4 @ 12" o.c. SEE PLAN
GB-4	24" x 24"	(6) #7	(6) #7	#4 @ 12" o.c. SEE PLAN
GB-5	24" x 24"	(8) #8	(4) #9	#4 @ 12" o.c. SEE PLAN
GB-6	24" x 24"	(5) #8	(6) #9	#4 @ 12" o.c. SEE PLAN
GB-7	24" x 24"	(6) #6	(7) #8	#4 @ 12" o.c. SEE PLAN
GB-8	24" x 24"	(8) #8	(8) #9	#4 @ 12" o.c. SEE PLAN
GB-9	24" x 24"	(6) #6	(7) #6	#4 @ 12" o.c. SEE PLAN
GB-10	30" x 42"	(5) #6	(6) #8	#4 @ 12" o.c. SEE PLAN
GB-11	30" x 42"	(8) #6	(15) #9	#4 @ 12" o.c. SEE PLAN
GB-12	30" x 42"	(8) #7	(8) #7	#4 @ 10" o.c. SEE PLAN
GB-13	30" x 42"	(12) #9	(8) #6	#4 @ 10" o.c. SEE PLAN
GB-14	30" x 42"	(7) #8	(15) #9	#4 @ 10" o.c. SEE PLAN

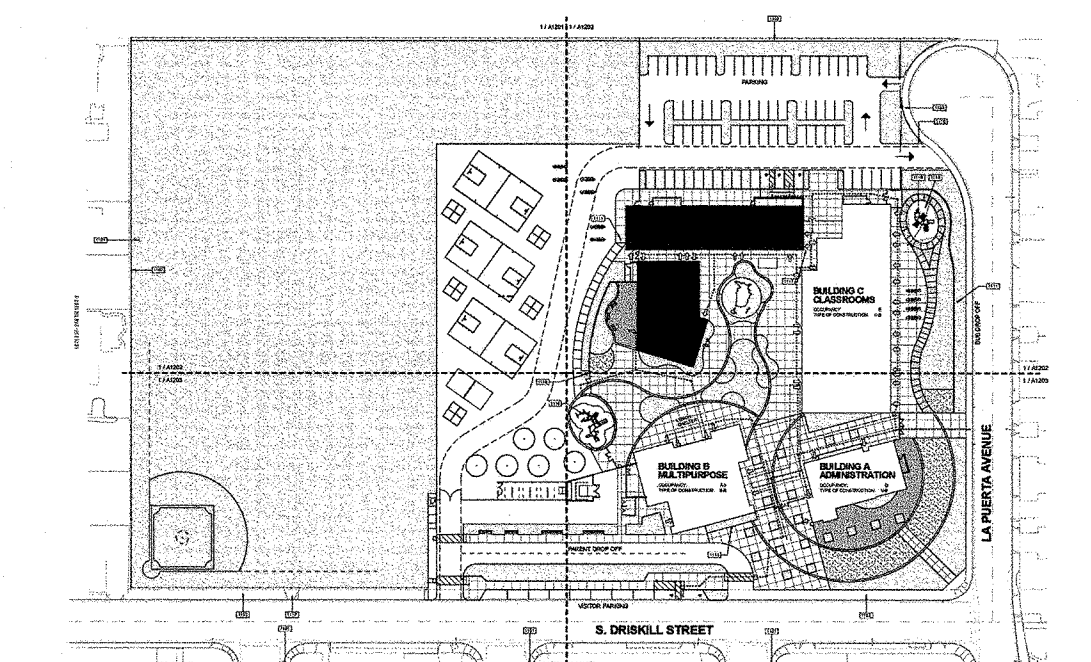
LEGEND



S2111-KEYNOTES

- 2101 SLAB ON GRADE: 5" CONCRETE w/ #4 BAR @ 18" o.c. E.W. w/ 18 MIL CLASS A VAPOR RETARDER w/ GEOTEXTILE CUSHION w/ 6" FREE-DRAINING CRUSHED GRAVEL w/ GEOTEXTILE BARRIER w/ PREPARED SUB-BASE. SEE DETAIL 13/S8011
- 2103 #4x8" TRIM BAR AT SLAB CORNER. SEE DETAIL 53/S8012 FOR TRIM BAR CONFIGURATION AT DOORWAYS
- 2104 DRAIN OPENING AT SLAB-ON-GRADE. SEE DETAIL 64/S8011
- 2105 CMU WALL AT SERVICE YARD. REFER TO SHEET A1301
- 2112 HSSx5x3/8" COLUMN AT ELEVATOR RAIL. TYP. OF 4
- 2113 8" THICK CONCRETE WALL AT ELEVATOR PIT

KEY PLAN



BUILDING C - FOUNDATION PLAN - NORTH



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220 S. Driskill St, Oxnard, CA 93030

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CONSULTANTS
SSG
SMITH STRUCTURAL GROUP, LLP
811 E. Capitan Way, Suite 240 | 805.439.2130
San Luis Obispo, CA 93401 | smithstructural.com

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03-119284	
AC. FLS. 1/15/19	DATE: 1/15/19

PRIME CONSULTANT
IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
Tel (213) 769-0011 Fax (213) 769-0016
ibigroup.com

PROJECT
RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST.
OXNARD, CA 93030

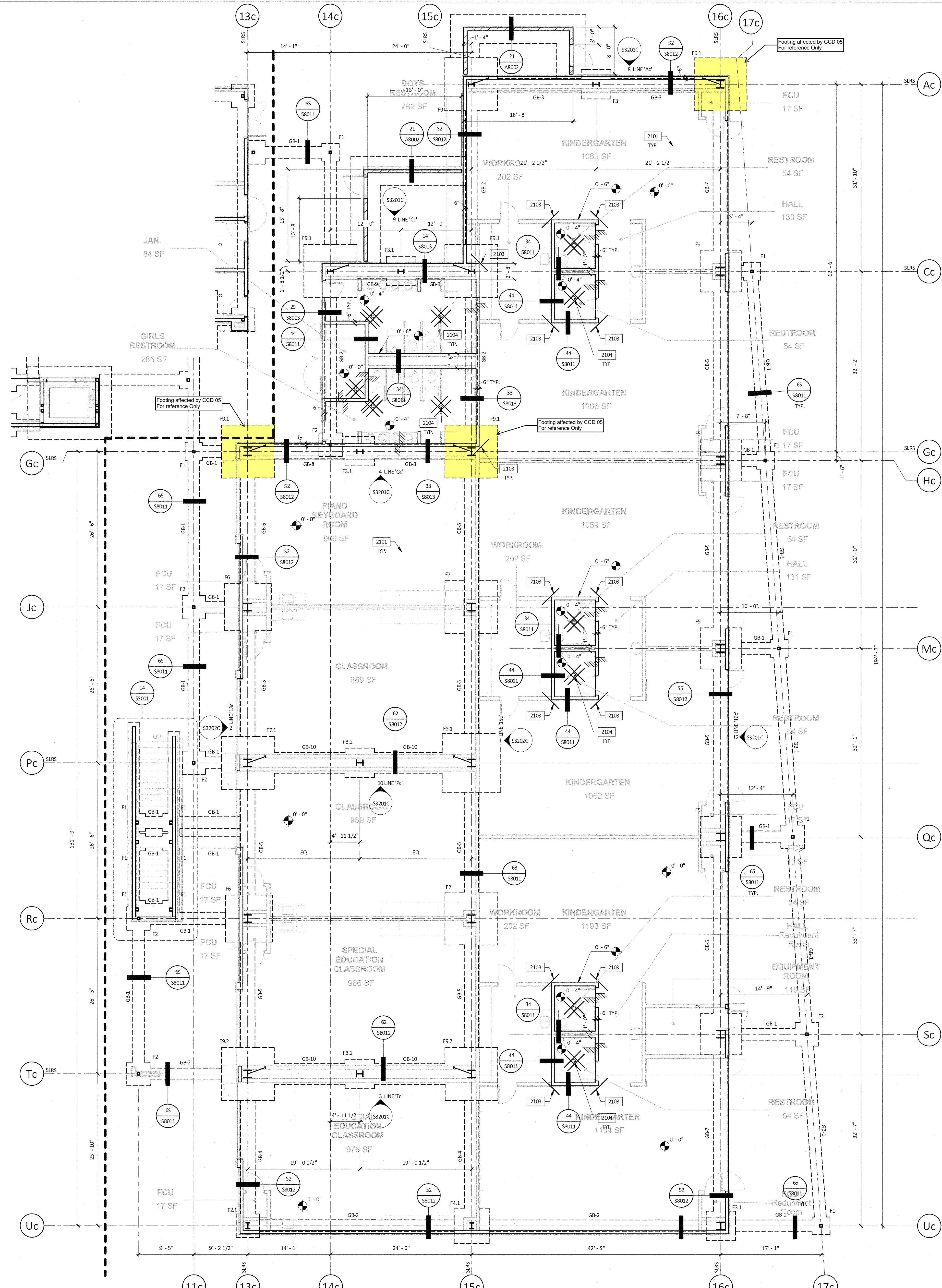
PROJECT NO: 109990
DRAWN BY: DWI
PROJECT MGR: JMK
SCALE: As Indicated

CHECKED BY: JMM
APPROVED BY: MEP
DATE: 06/05/2019

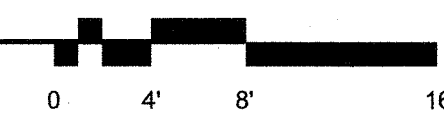
SHEET TITLE
BUILDING C - FOUNDATION PLAN - NORTH

SHEET NUMBER **S2111C** **ISSUE**

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1/15/19 11:00 AM



BUILDING C - FOUNDATION PLAN - SOUTH



S2100-GENERAL NOTES

- SEE SHEETS S0001, S0002, AND S0003 FOR GENERAL NOTES
- DATUM ELEVATION IS: (SEE CIVIL PLANS)
Building A: 55.87' Building B: 56.46' Building C: 55.47'
- FINISH FLOOR ELEVATION = +0'-0" RELATIVE TO THE DATUM ELEVATION, UNLESS NOTED OTHERWISE
- TYPICAL TOP OF CONCRETE IS +0'-0" RELATIVE TO THE FINISH FLOOR ELEVATION, UNLESS NOTED OTHERWISE
- TYPICAL TOP OF FOOTING ELEVATION IS (+1'-6") RELATIVE TO TOP OF CONCRETE ELEVATION, UNLESS NOTED OTHERWISE
- SEE SHEET S9101A FOR BUILDING A SCHEDULES
SEE SHEET S9101B FOR BUILDING B SCHEDULES
SEE SHEET S9101C FOR BUILDING C SCHEDULES
- SEE SHEET S8011 FOR TYPICAL FOUNDATION DETAILS
- SEE DETAIL 25/S8011 FOR BUILDING PAD PREPARATION
SEE DETAIL 14/S813 FOR DEEPENED PREP AREAS (I.E. ELEVATOR, UTILITY TRENCHES, ETC.)
- SEE ASS SCHEDULE ON SCHEDULE SHEET FOR ARCHITECTURALLY EXPOSED STRUCTURAL STEEL REQUIREMENTS
- SEE COLD FORMED STEEL FRAMING LEGEND AND WALL SCHEDULES ON SCHEDULE SHEET

S2112-SCHEDULES

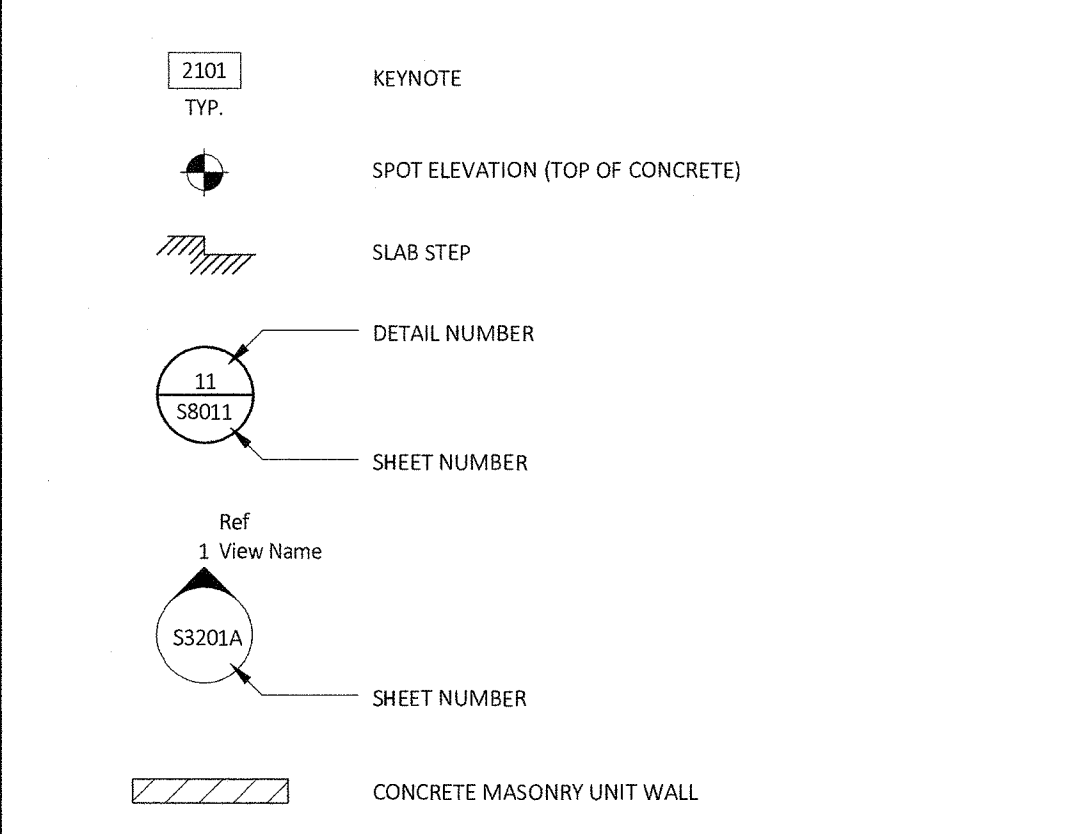
PAD FOOTING SCHEDULE - BLDG. C - SOUTH

MARK	FOOTING DIMENSIONS		REINFORCING	DETAIL REF.
	DEPTH	PLAN DIMENSIONS		
F1	24"	3'-0" x 3'-0"	(4)#5 E.W.	31/S8011 41/S8011
F2	24"	4'-0" x 4'-0"	(6)#5 E.W.	31/S8011 41/S8011
F2.1	30"	4'-0" x 4'-0"	(6)#5 E.W.	31/S8011 41/S8011
F3	24"	5'-0" x 5'-0"	(8)#7 E.W. AT TOP (15)#7 E.W. AT BOT.	31/S8011 41/S8011
F3.1	30"	5'-0" x 5'-0"	(8)#7 E.W. AT TOP (15)#7 E.W. AT BOT.	31/S8011 41/S8011
F3.2	36"	5'-0" x 5'-0"	(8)#7 E.W. AT TOP (15)#7 E.W. AT BOT.	31/S8011 41/S8011
F4	24"	6'-0" x 6'-0"	(8)#5 E.W.	31/S8011 41/S8011
F4.1	30"	6'-0" x 6'-0"	(8)#5 E.W.	31/S8011 41/S8011
F5	30"	7'-0" x 7'-0"	(10)#5 E.W. T&B	31/S8011 41/S8011
F6	30"	8'-0" x 8'-0"	(11)#5 E.W. T&B	31/S8011 41/S8011
F7	30"	9'-0" x 9'-0"	(15)#7 E.W. T&B	31/S8011 41/S8011
F7.1	36"	9'-0" x 9'-0"	(15)#7 E.W. T&B	31/S8011 41/S8011
F8	24"	10'-0" x 10'-0"	(15)#7 E.W. T&B	31/S8011 41/S8011
F8.1	36"	10'-0" x 10'-0"	(15)#7 E.W. T&B	31/S8011 41/S8011
F9	24"	9'-0" x 9'-0"	(12)#7 E.W. T&B	31/S8011 41/S8011
F9.1	30"	9'-0" x 9'-0"	(12)#7 E.W. T&B	31/S8011 41/S8011
F9.2	36"	9'-0" x 9'-0"	(12)#7 E.W. T&B	31/S8011 41/S8011

GRADE BEAM SCHEDULE - BLDG. C - SOUTH

MARK	DIMENSIONS DEPTH x WIDTH	REINFORCING		DETAIL REF.
		TOP BARS	BOTTOM BARS	
GB-1	24" x 24"	(2)#6	(2)#6 #4 @ 24" o.c.	SEE PLAN
GB-2	24" x 24"	(4)#6	(4)#6 #4 @ 24" o.c.	SEE PLAN
GB-3	24" x 24"	(4)#6	(8)#8 #4 @ 12" o.c.	SEE PLAN
GB-4	30" x 30"	(6)#7	(6)#6 #4 @ 10" o.c.	SEE PLAN
GB-5	30" x 30"	(7)#8	(7)#8 #4 @ 6" o.c.	SEE PLAN
GB-6	30" x 30"	(8)#9	(7)#9 #4 @ 6" o.c.	SEE PLAN
GB-7	30" x 30"	(7)#9	(7)#8 #4 @ 6" o.c.	SEE PLAN
GB-8	30" x 30"	(5)#7	(8)#9 #4 @ 12" o.c.	SEE PLAN
GB-9	30" x 30"	(5)#7	(12)#9 #4 @ 12" o.c.	SEE PLAN
GB-10	36" x 42"	(7)#7	(14)#9 #4 @ 12" o.c.	SEE PLAN

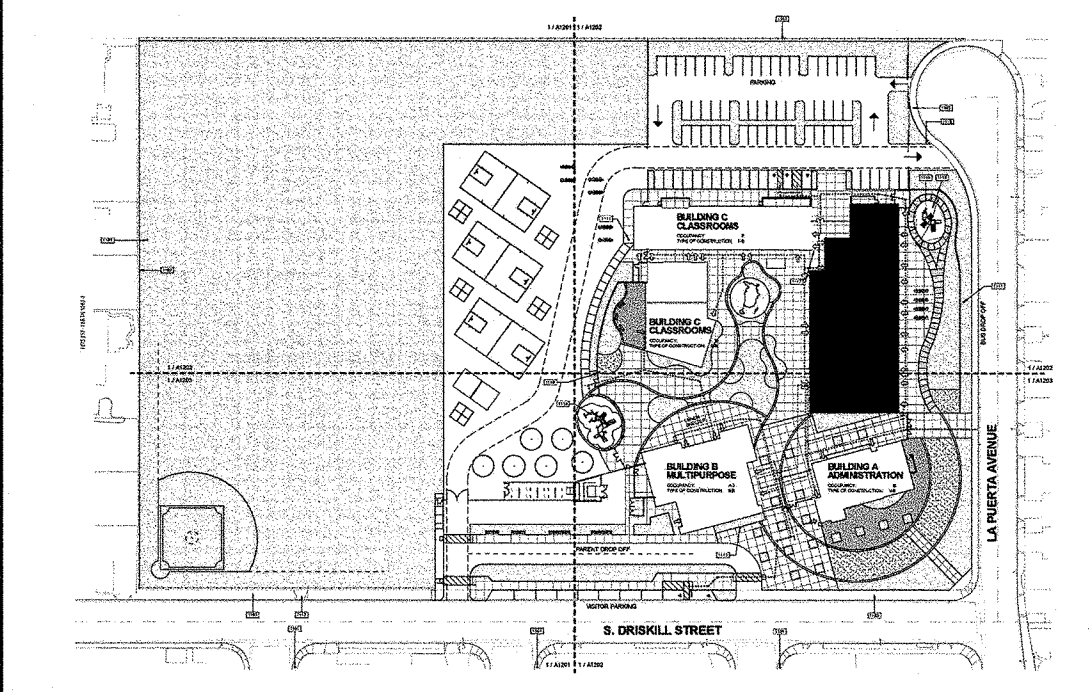
LEGEND



S2112-KEYNOTES

- 2101 SLAB ON GRADE, 5" CONCRETE w/ #4 BAR @ 18" o.c. E.W. w/ 1/2" CLASS A VAPOR RETARDER w/ GEOTEXTILE CUSHION w/ 6" FREE-DRAINING CRUSHED GRAVEL w/ GEOTEXTILE BARRIER w/ PREPARED SUB-BASE, SEE DETAIL 13/S8011
- 2103 #6x48" TRIM BAR AT SLAB CORNER, SEE DETAIL 53/S8012 FOR TRIM BAR CONFIGURATION AT DOORWAYS
- 2104 DRAIN OPENING AT SLAB ON-GRADE, SEE DETAIL 64/S8011

KEY PLAN



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PRIME CONSULTANT
IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
Tel: (213) 769-0011 Fax: (213) 769-0016
ibigroup.com

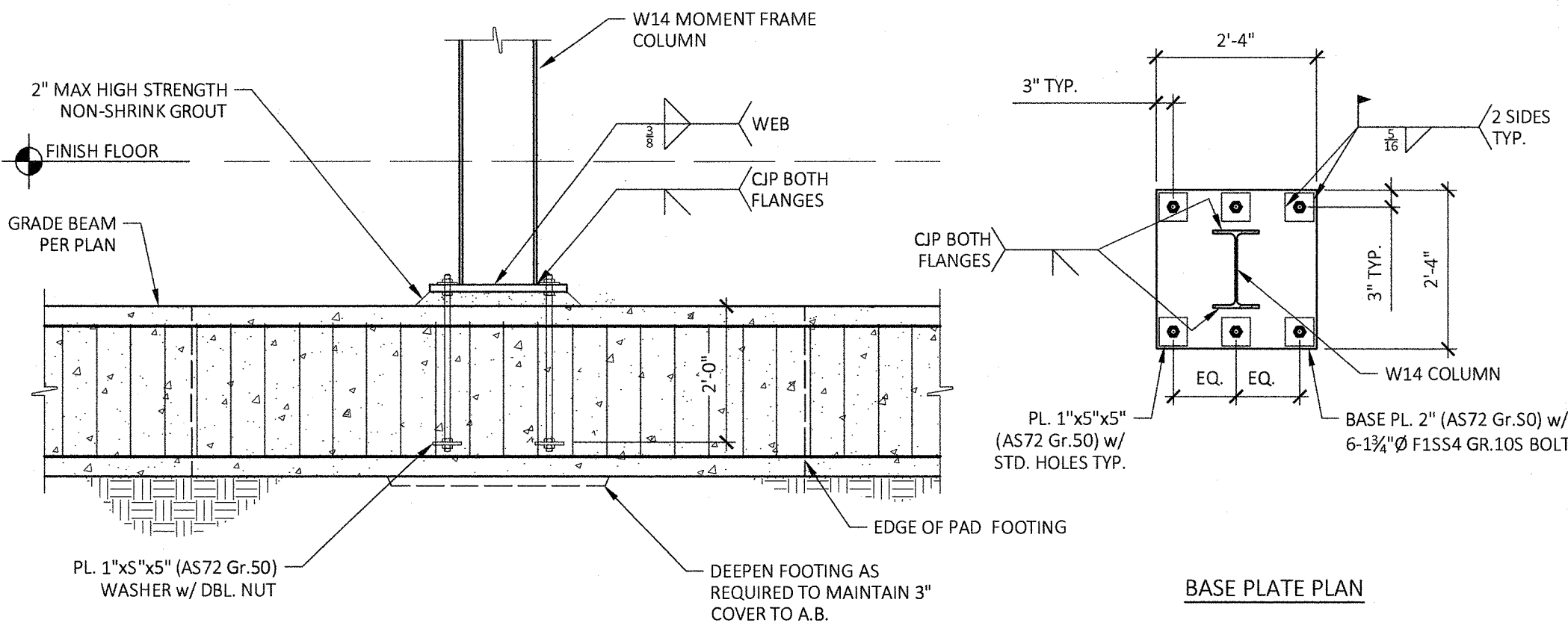
PROJECT
RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST., OXNARD, CA 93030

PROJECT NO. 109990
DRAWN BY: DVI
PROJECT MGR: JMK
SCALE: As Indicated
CHECKED BY: JMM
APPROVED BY: MPE
DATE: 06/05/2019

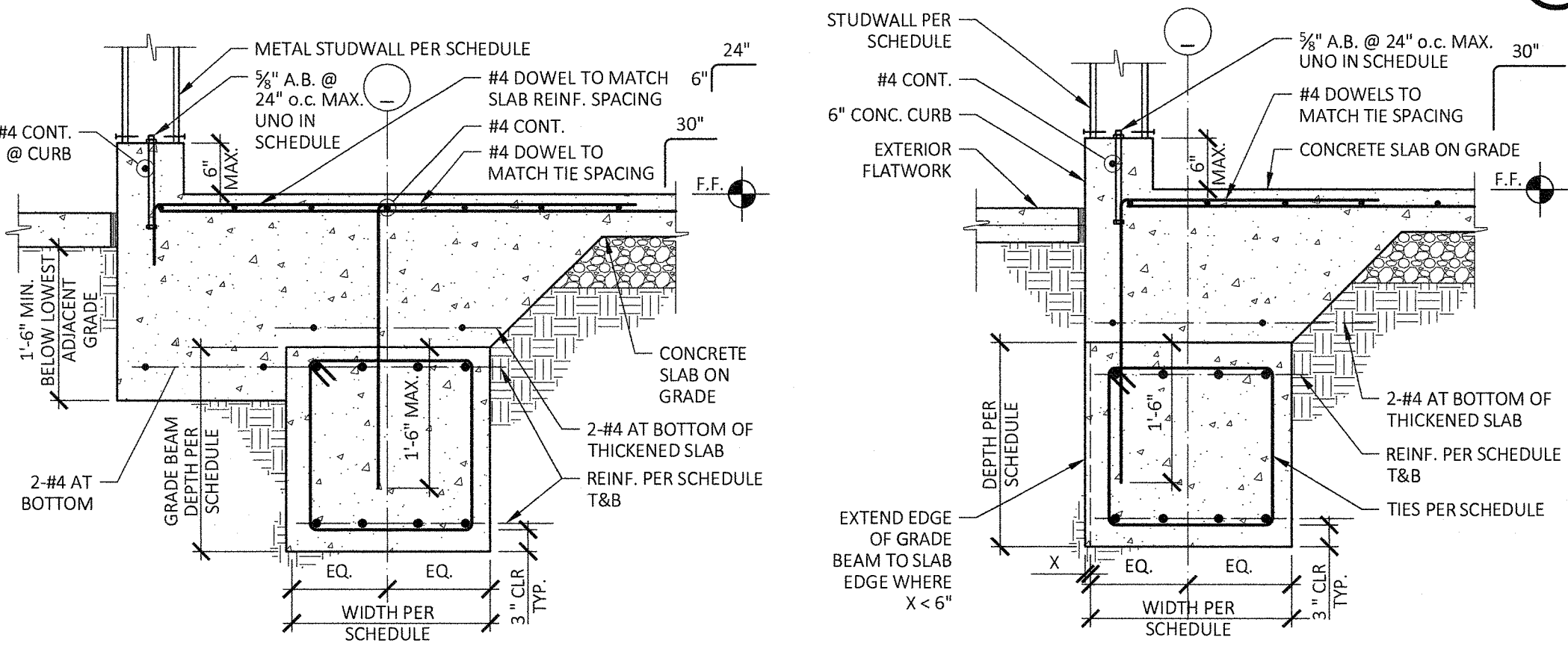
SHEET TITLE
BUILDING C - FOUNDATION PLAN - SOUTH

SHEET NUMBER
S2112C

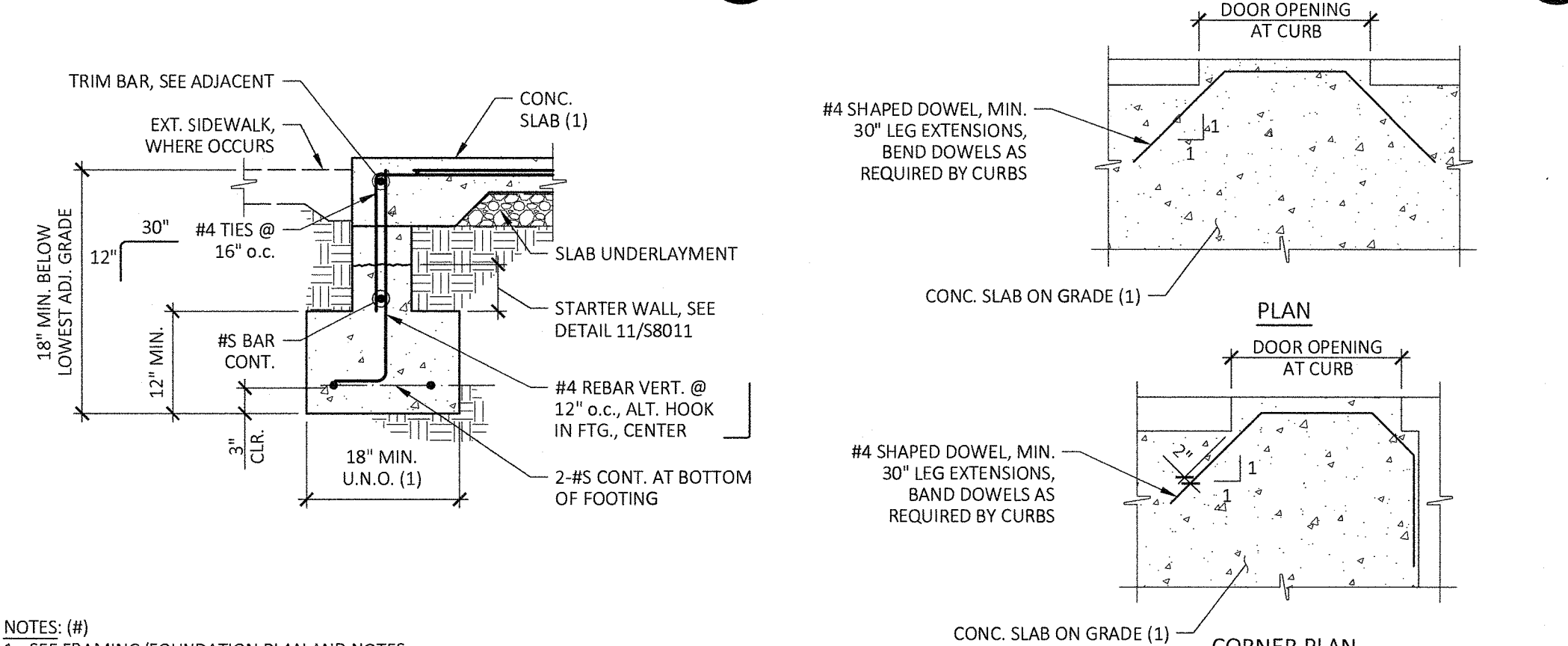
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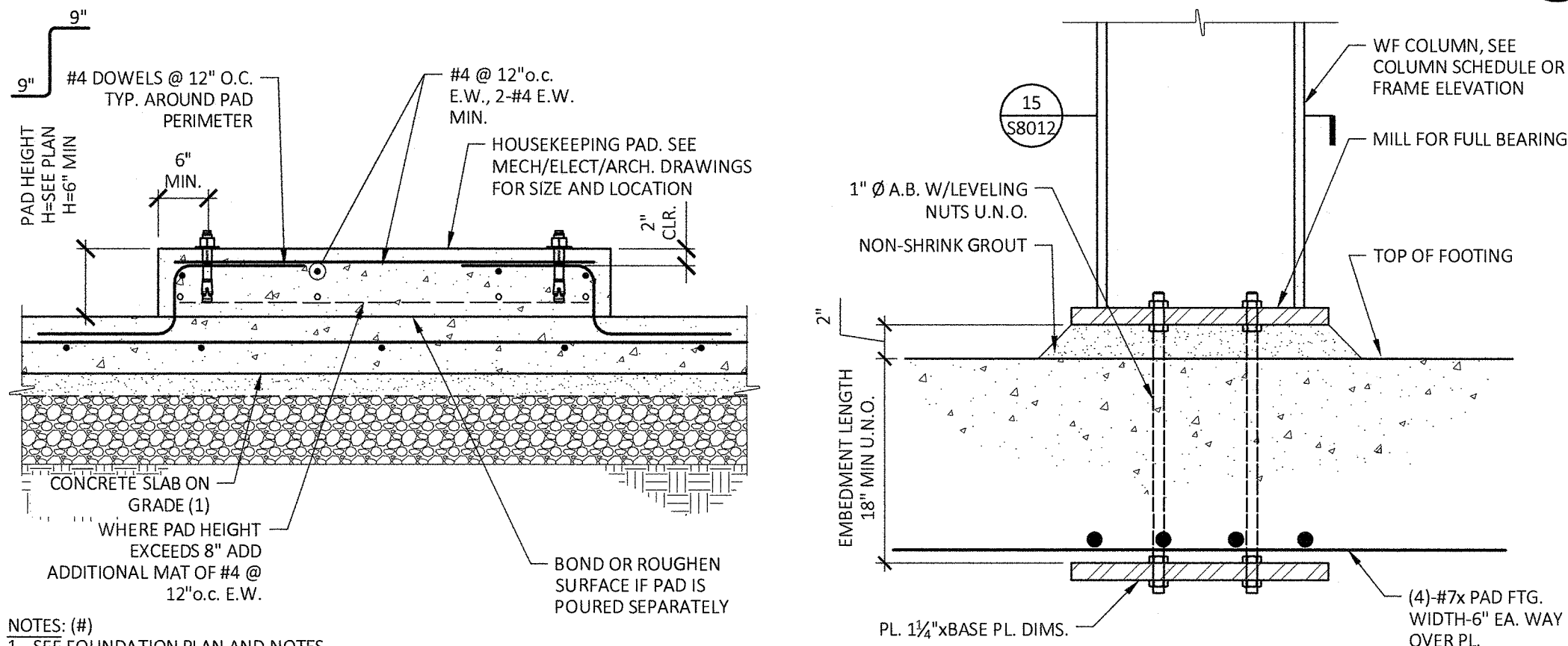
51 MOMENT FRAME CONNECTION AT FOOTING



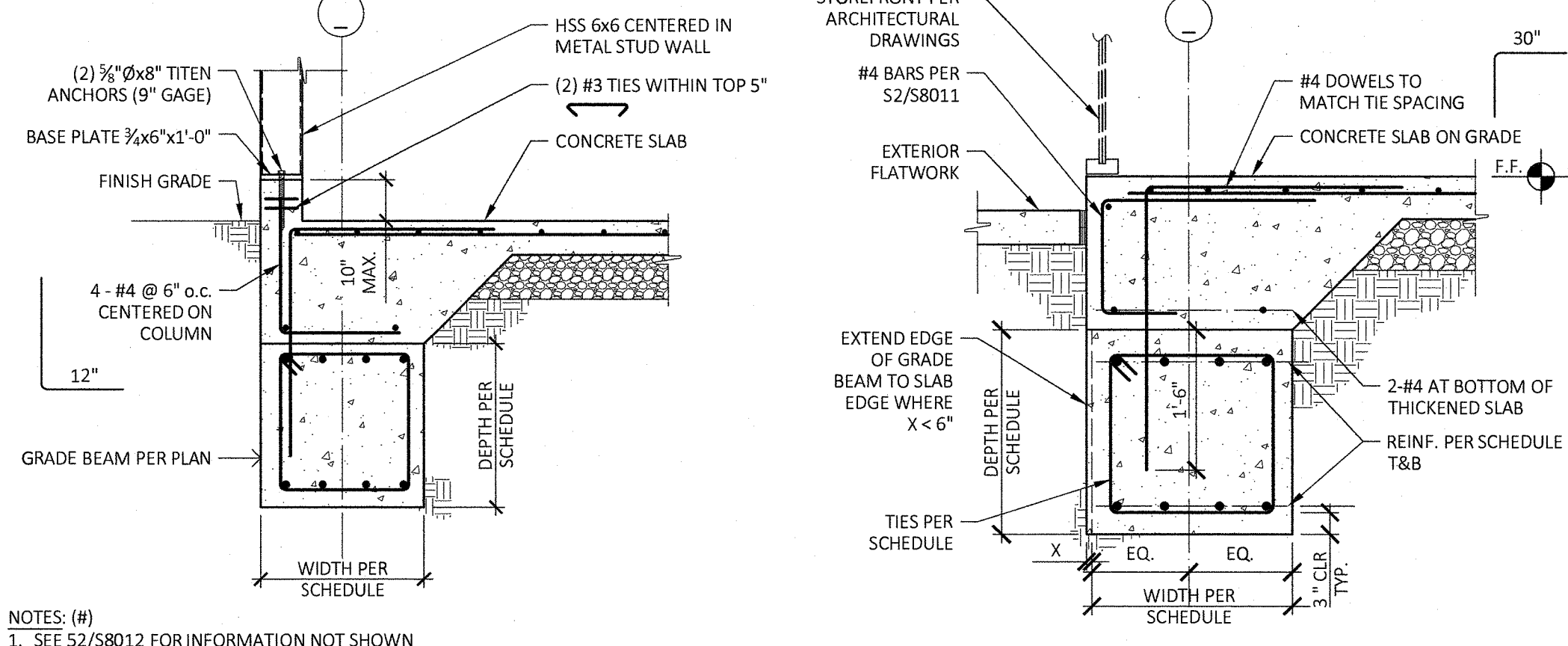
52 SECTION AT GRADE BEAM



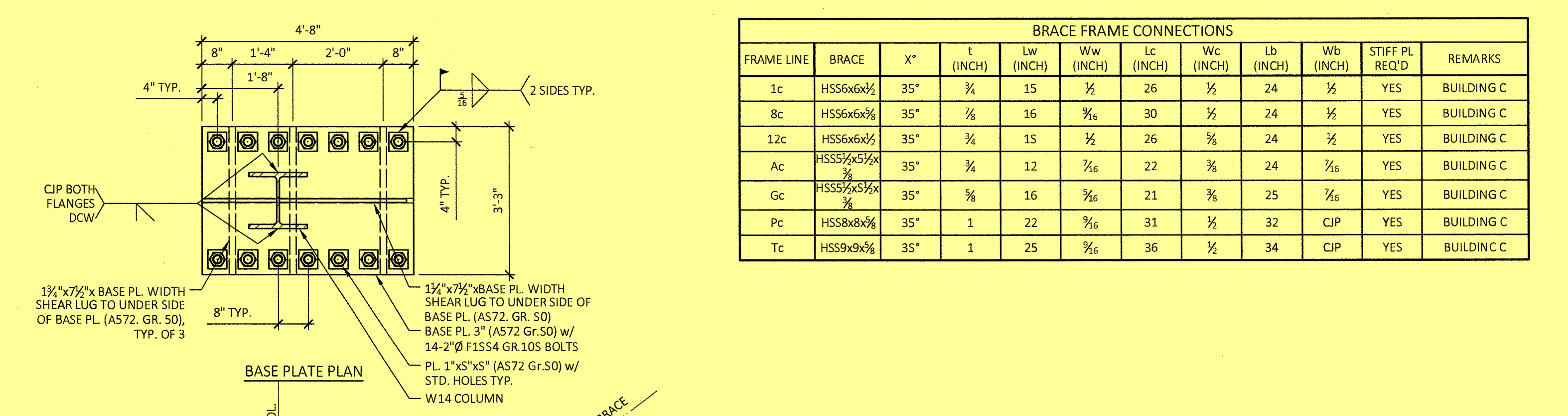
53 SLAB AT EXTERIOR CONTINUOUS FOOTING



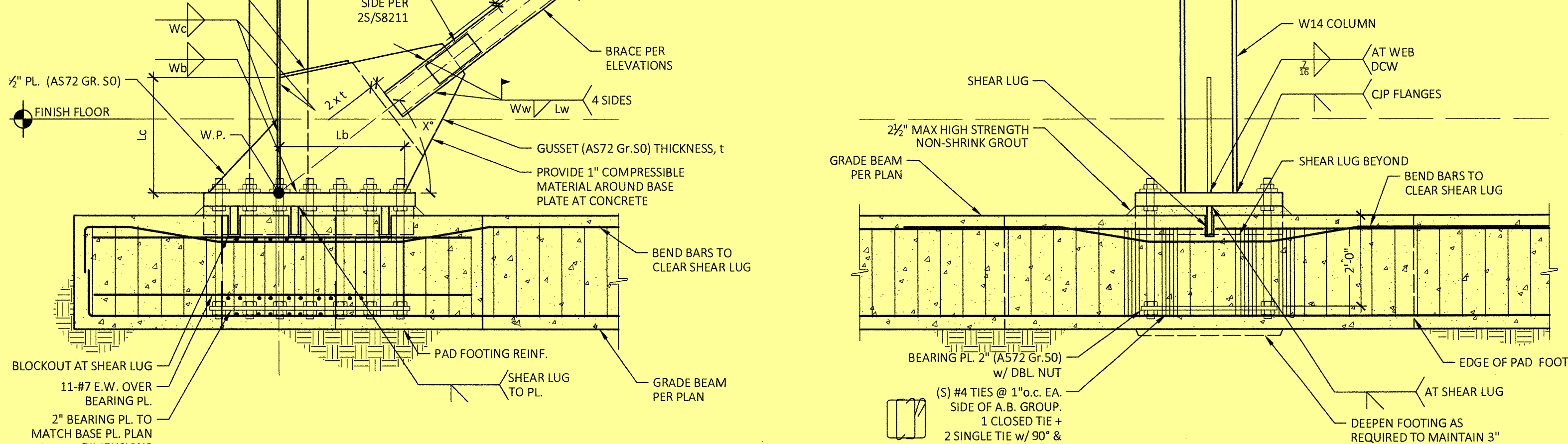
54 HOUSEKEEPING SLAB



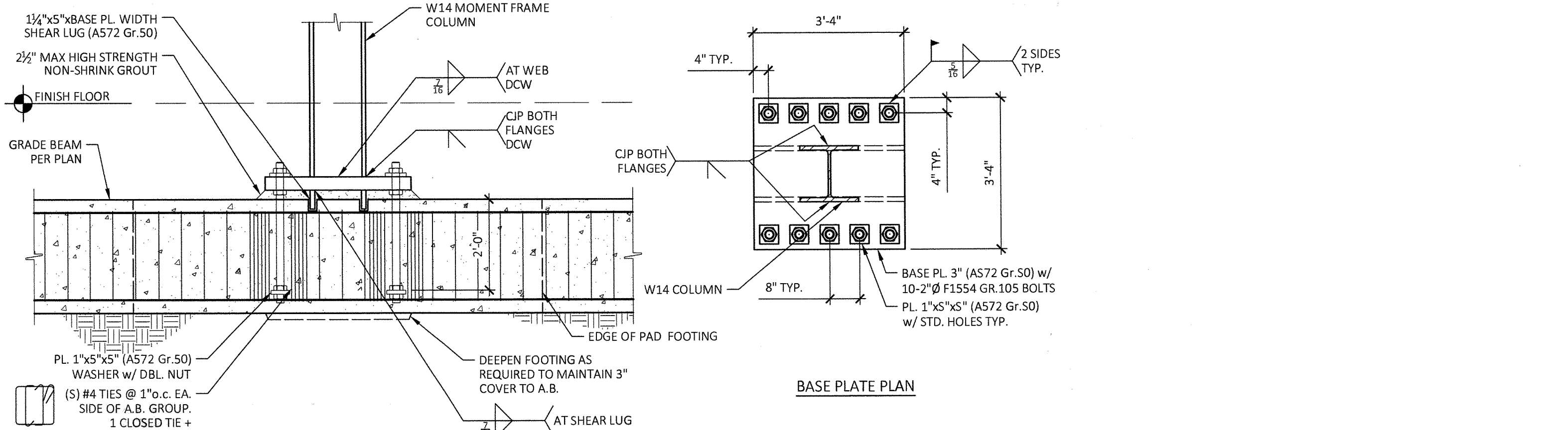
55 COLUMN SUPPORT AT CURB



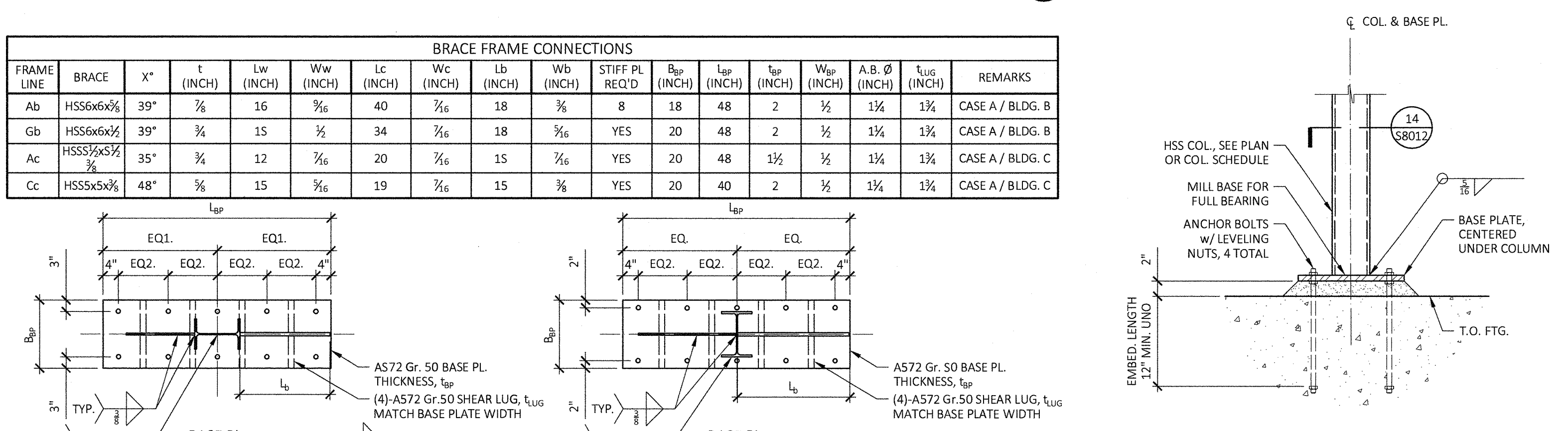
56 BRACED FRAME/MOMENT FRAME CONNECTION AT FOOTING



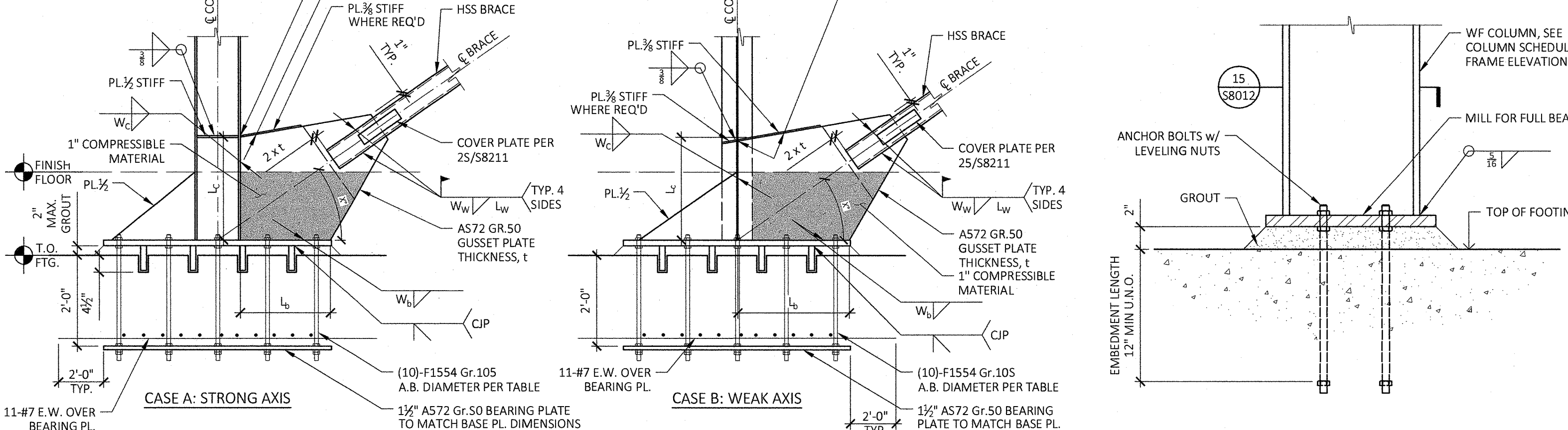
57 BRACED FRAME/MOMENT FRAME CONNECTION AT FOOTING



58 MOMENT FRAME CONNECTION AT FOOTING

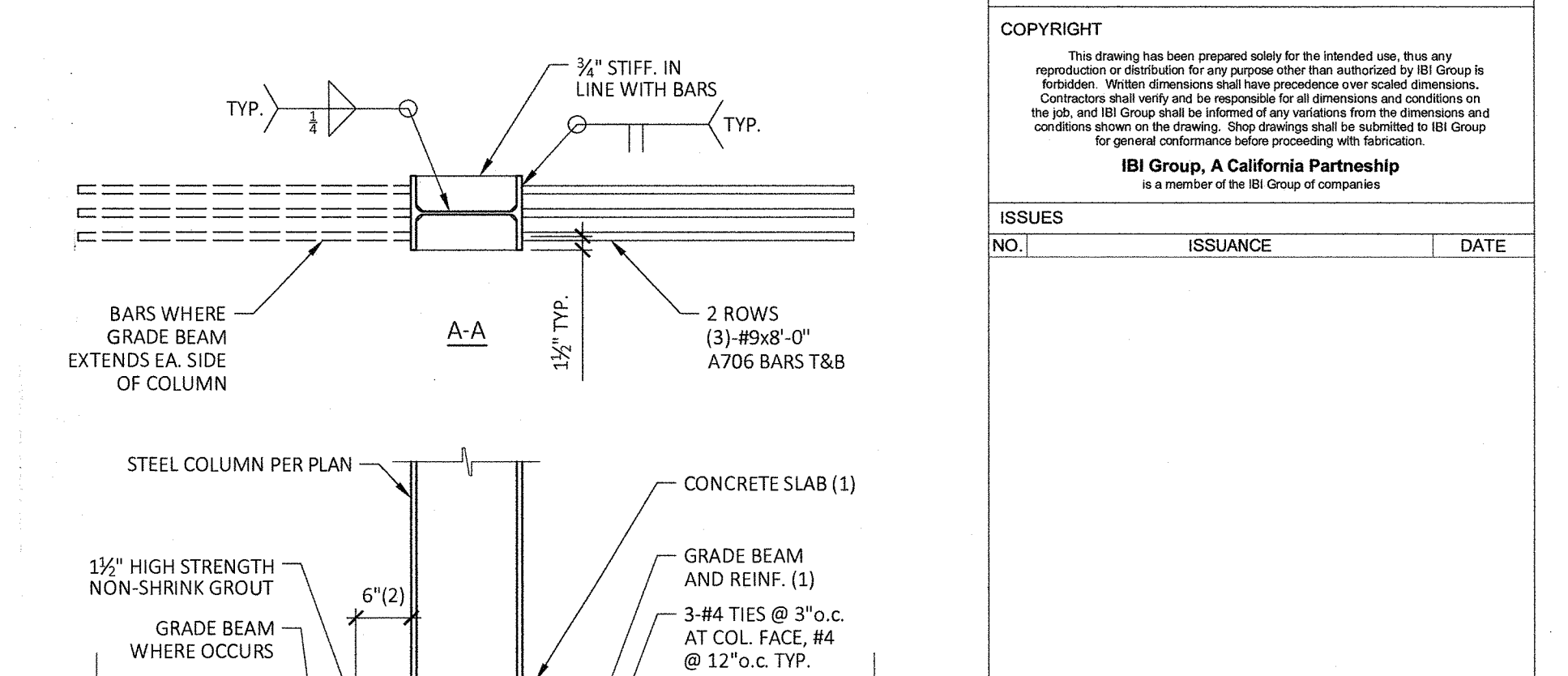


59 BRACED FRAME TO FOUNDATION

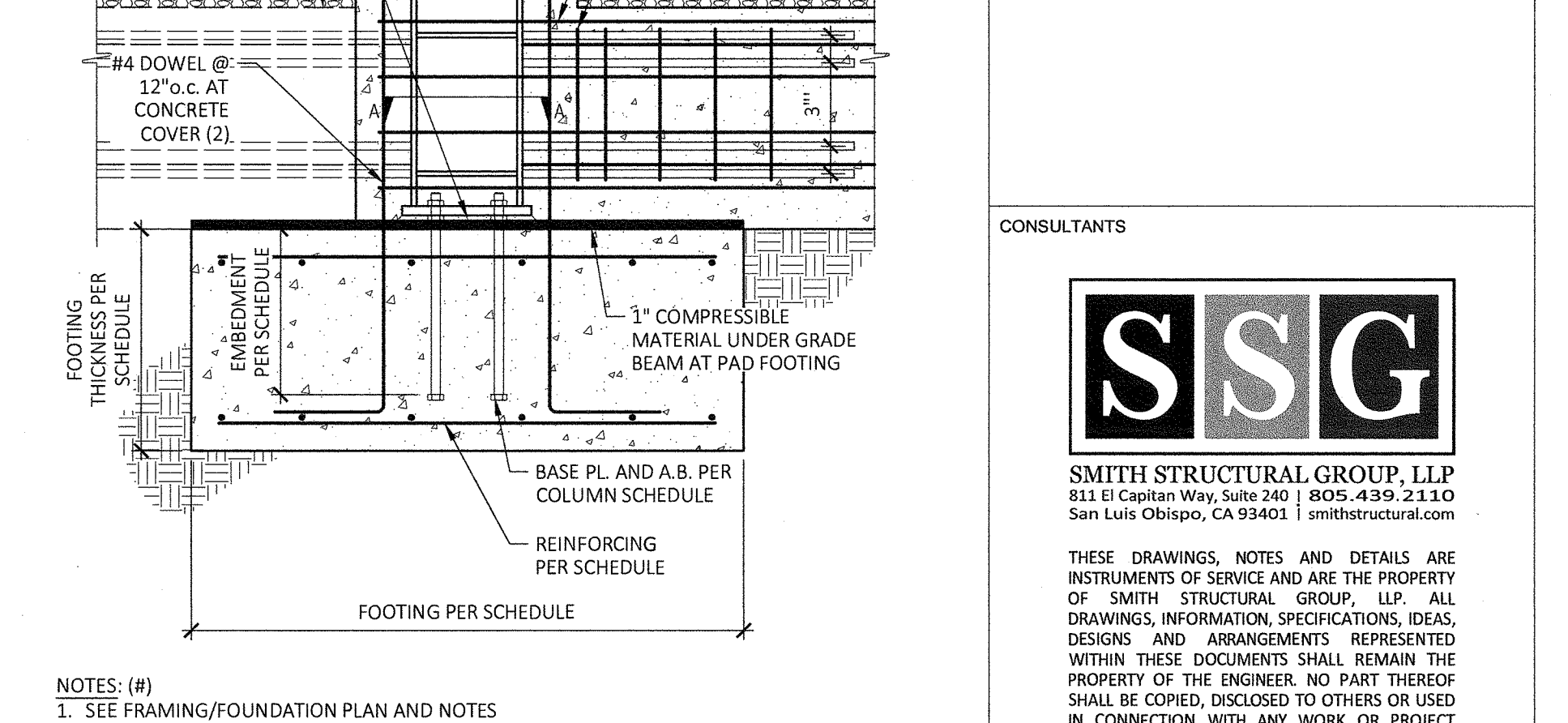


60 WF COLUMN - BASE PLATE

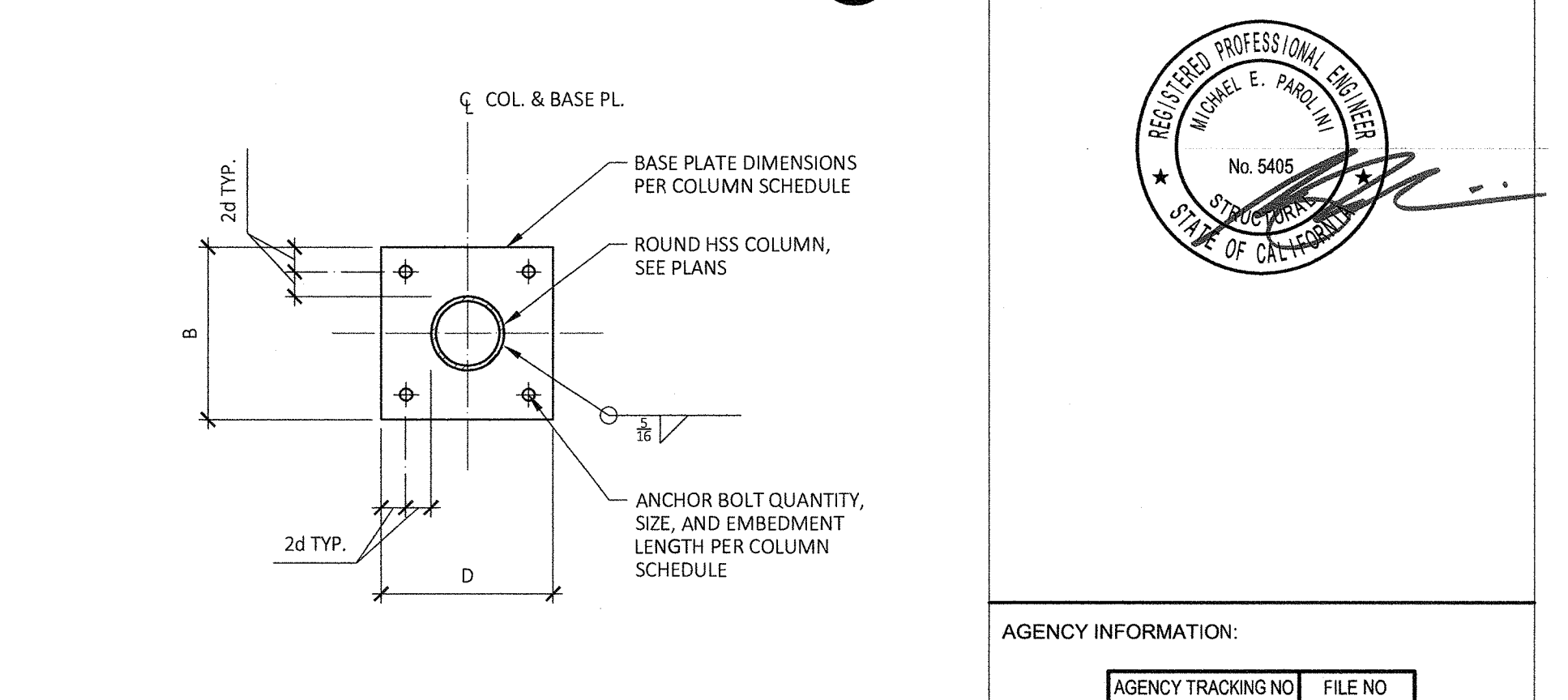
FRAME LINE	BRACE	X"	t (INCH)	Lw (INCH)	Ww (INCH)	Lc (INCH)	Wc (INCH)	Lb (INCH)	Wb (INCH)	STIFF PL REQ'D	REMARKS
1c	HSS6x6	35"	3/8"	15"	1/2"	26"	24"	24"	24"	YES	BUILDING C
8c	HSS6x6	35"	3/8"	16"	1/2"	26"	24"	24"	24"	YES	BUILDING C
12c	HSS6x6	35"	3/8"	15"	1/2"	26"	24"	24"	24"	YES	BUILDING C
Ac	HSS6x6	35"	3/8"	12"	1/2"	22"	24"	24"	24"	YES	BUILDING C
Gc	HSS6x6	35"	3/8"	16"	1/2"	21"	25"	24"	24"	YES	BUILDING C
Pc	HSS8x8	35"	1"	22"	1/2"	31"	32"	32"	32"	YES	BUILDING C
Tc	HSS9x9	35"	1"	25"	1/2"	36"	34"	34"	34"	YES	BUILDING C



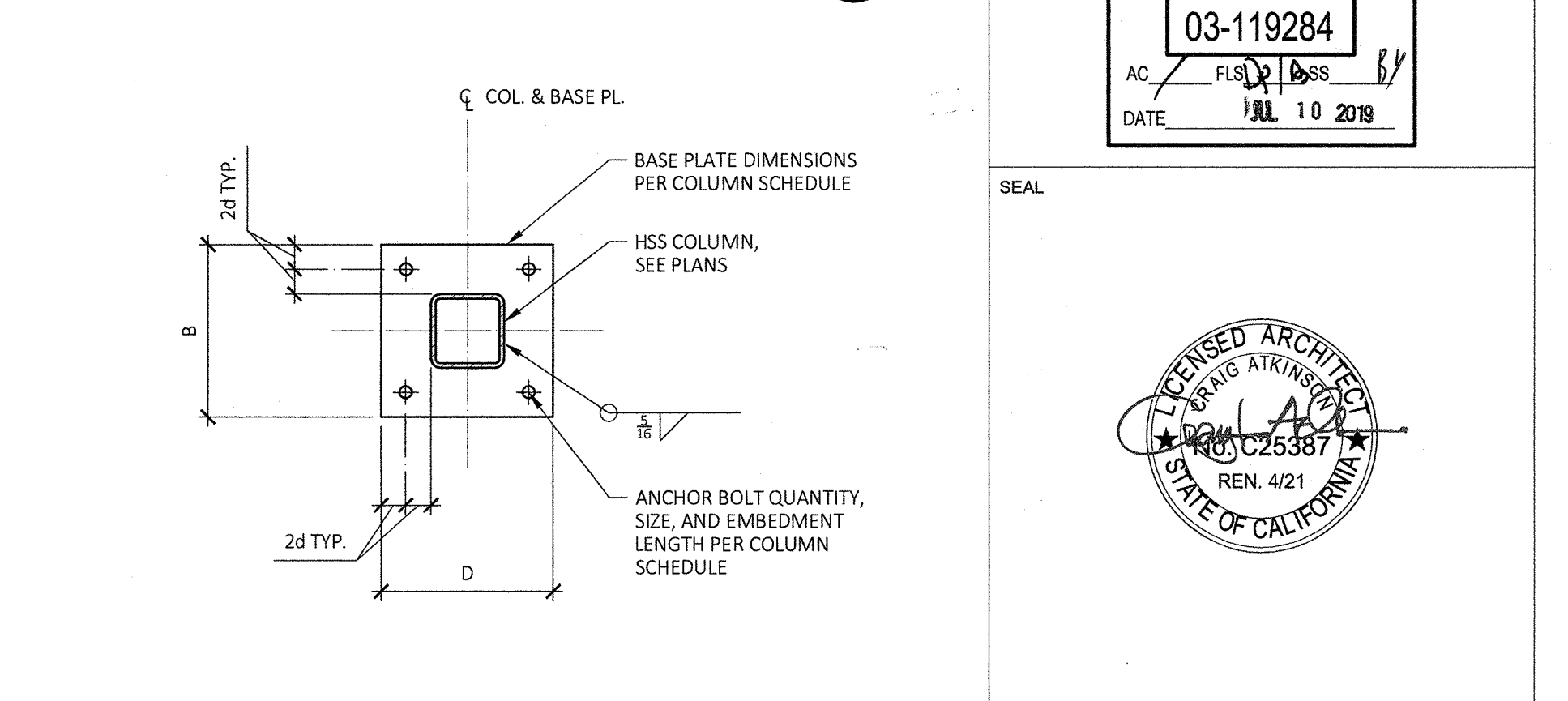
61 MOMENT FRAME BASE



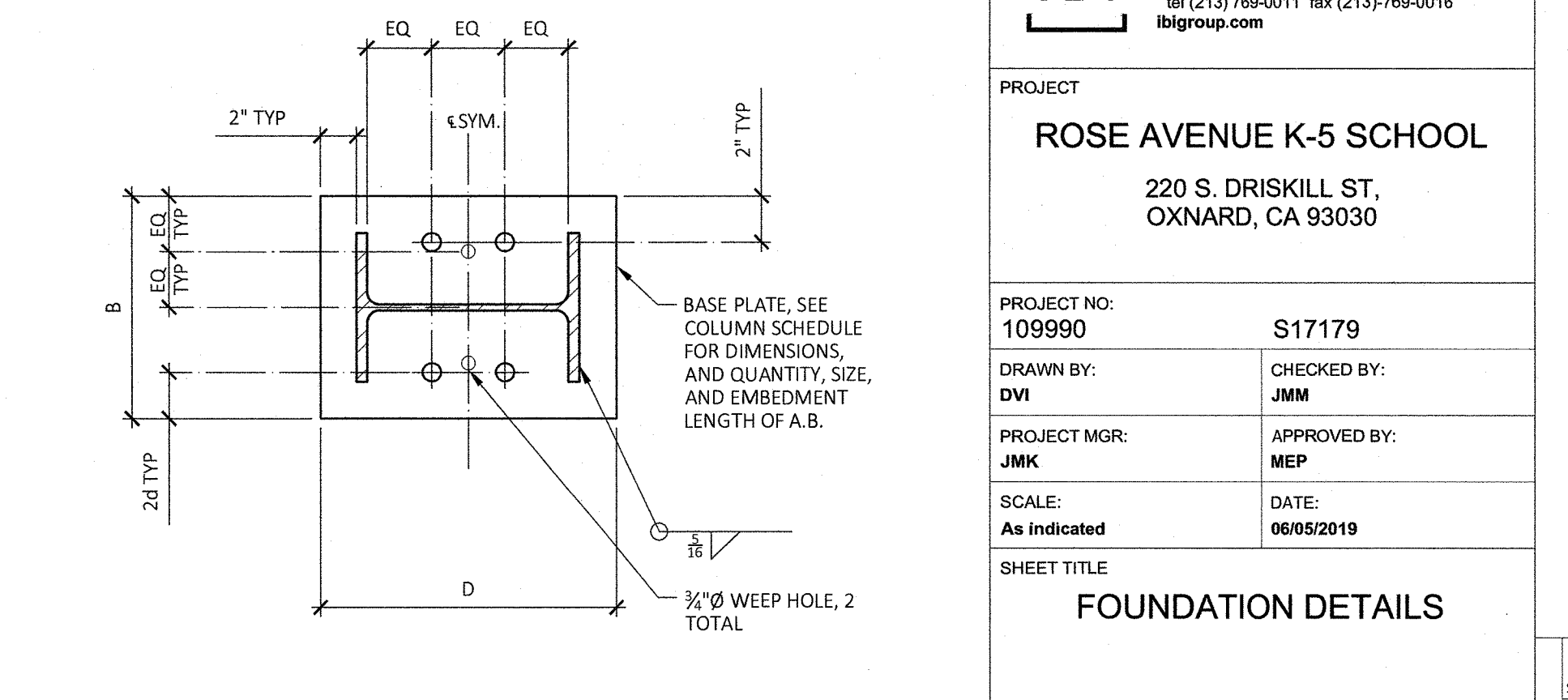
62 ROUND HSS COL. BASE PLATE



63 HSS COLUMN - BASE PLATE



64 HSS COLUMN BASE PLATE



65 WF COLUMN - BASE PLATE

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NO. ISSUANCE DATE

CONSULTANTS
SSG
SMITH STRUCTURAL GROUP, LLP
811 E. California Way, Suite 240 | 805-439-2110
San Luis Obispo, CA 93401 | smithstructural.com

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AGENCY INFORMATION:
AGENCY TRACKING NO: 7258-107 FILE NO: 56-22
IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
03-119284
DATE: JUL 10 2019

PRIME CONSULTANT
IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
Tel: (213) 799-9011 Fax: (213) 799-0016
ibigroup.com

PROJECT
ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST.
OXNARD, CA 93030

PROJECT NO: 100990 S17179
DRAWN BY: JMM CHECKED BY: JMM
PROJECT MGR: JMM APPROVED BY: MEP
SCALE: As Indicated DATE: 06/05/2019
SHEET TITLE FOUNDATION DETAILS

SHEET NUMBER S8012 ISSUE

Balfour Beatty Construction, LLC
 13520 Evening Creek Drive North, Suite 270
 San Diego, California 92128
 Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
 220 South Driskill Street
 Oxnard, California 93030

Two-Piece Tie at Moment Frame Connection

TO:	Linda Iversen (IBI Group) Ruben Ruiz (IBI Group)	FROM:	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	03/25/2022	STATUS:	Open
LOCATION:		DUE DATE:	04/01/2022
PROJECT STAGE:	3. Construction	COST CODE:	
SUB JOB:	001 Construction	SCHEDULE IMPACT:	TBD
COST IMPACT:	TBD	SPEC SECTION:	
DRAWING NUMBER:	S8012, Det. 33	REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:	Leon Cavallo (Balfour Beatty), Alex Garcia (Balfour Beatty), Ken Hinge (Kenco Construction Services), Linda Iversen (IBI Group), Janvi Kanani (IBI Group), Dennis Kuykendall (Balfour Beatty), Arega Mehrabian (IBI Group), Rick Ostrander (CFW, Inc.)		

Question from Filbert Carbajal (Balfour Beatty) at 10:02 AM on 03/25/2022

Per site walk with structural engineer on 3/16/22, please confirm if the use of two piece-tie is acceptable for S8012, Det. 33 Moment Frame-Connection at Footings.

Attachments:
[S8012: FOUNDATION DETAILS Rev.0.pdf](#)

Awaiting an Official Response

All Replies:

2 piece tie, similar to the ties in the approved Revision 01 drawings are acceptable.

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY Joe Klimczyk, P.E. DATE 4/21/22 COPIES TO _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	5/13/2022
Permit Number:	DSA# 03-119284	Change Event No.:	37
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Rick Ostrander - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Due to the unforeseen delays in constructing the footings at building "C", as resolved in DSA revision #1, and the re-sequencing of the construction of building B due to the diesel impacted soil (ref. February 2022 r1 schedule update) has caused an approx. 1 month delay in erecting the structural steel at Building B and a two plus month delay at Building C.

These delays have generated additional storage and handling costs. The metal deck delivery was planned so that the decking could be hoisted directly from the flatbed trailers directly to the floor and roof at the completion of erecting the steel. Instead the deck had to be offloaded to a multiple storage locations on the project site and from there the bundles will have to be pulled from storage and transported to the crane pick location at the appropriate building. As noted the structural steel for building "B" and "C" was stored in Oxnard on flatbeds trailers so a cost was generated for the rental cost of those trailers of one month for building "B" steel storage/trailer rental and two months for Building "C" steel storage/trailer rental.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A: \$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Ironman Incorporated CO #3 - Offloading of Metal Deck	\$		
Ironman Incorporated CO #7 - Extended Rental of Storage Rentals	\$	43,355.00	
Ironman Incorporated CO #8 - Shake out and relocation of metal deck to building locations	\$		
	\$	-	
		Subtotal B: \$	43,355.00
C. General Contractor's Cost			
Lum Sum	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D: \$	-
E. Bond at 1%	\$	-	
		Subtotal E: \$	-
Grand Total = (A + B + C + D + E)		\$	43,355.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Leon Cavallo, Project Manager - Balfour Beatty

04/29/2024

Print Name & Title (General Contractor)

Signature

Date

Balfour Beatty

April 11, 2022

Rick Ostrander
CFW, Inc.
815 Colorado Blvd., Suite 201
Los Angeles, California 90042

Re: **CCD 05 Rev. 1 Related Steel Delay Expenses**
Project: Rose Ave. Elem School Reconstruction

Dear Rick Ostrander:

Due to the ongoing delay with the pending approval of CCD 05 Revision #1 for the rebar reinforcing clarifications at Building "C" north and south the structural steel installation at all buildings will be delayed accordingly. Because the dates are pushed out our Structural Steel Subcontractor, Ironman, Inc., is incurring a monthly expense this month of \$650 per trailer to store the building "B" and "C" steel. The structural steel is being stored offsite as verified by the IOR on (19) flatbed trailers at a separate Balfour Beatty jobsite. The extended rental expense for these trailers is an unforeseen expenditure that they will need to recoup. A cost proposal will be submitted once the structural steel installation dates are actualized.

For reference below is a comparison of the structural steel installation dates as per the Feb. and March updates:

Building "C" North:	Structural Steel (CN-30000) on April 11th now on May 18th
Building "C" South:	Structural Steel (CS-1000) on April 26th now June 1st
Building "B":	Structural Steel (B1040) on May 5th now June 10th

In addition, we will be taking delivery of all of the metal deck for the project next week on April 14th and 15th. This material was ordered in good faith to meet our April 18th installation date per the baseline schedule. Because the structural steel installation crew will not be onsite to unload the deck a separate crew of (3) men and a forklift will be needed to offload the deck material. This is an unforeseen expense that we will need to be recouped by our subcontractor. We will track the labor and equipment costs on a Time and Material coordinated with the project IOR.

Lastly, it is important to note that Ironman Inc., made a substantial cost investment of approx. \$200,000.00 to have a large portion of the structural steel beams prepped by a 3rd party fabricator in order to meet the baseline schedule. Due to the number of unforeseen set backs this project has occurred that investment will not be productive as it was it was intended.

We will submit the costs for the extended trailer rentals and the crew and equipment as soon as the steel installation is able to proceed and the deck is unloaded.

Thank You,

Sincerely,
Balfour Beatty Construction, LLC



Leon Cavallo
Project Manager

Cc: Dennis Kuykendall

Ironman, Inc.
 20555 Superior Street
 Chatsworth, CA 91311
 Phone: 818.341.0980

Job Name: **Rose K-5**
 Address: 220 S. Driskill St.
 Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185
 IMN COR # **003**
 BBC PCO #:

Attn: Leon Cavallo

Date: **5/3/2022**

Ironman CO #003 - T&M for Off-Loading Metal Deck (Schedule Delay)

ACTIVITY DESCRIPTION	Detail	DATA			Detailing				Shop Labor				Field Labor				Foreman Labor			
		Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	
Added Work:																				
- OFF-LOAD METAL DECK		1.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	32.00	32	\$ 134.00	\$ 4,288	16.00	16	\$ 143.76	\$ 2,300	
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -	
		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -	
Totals:					-		\$0		-		\$0		32		\$4,288		16		\$2,300 \$0	

NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)

THIS COR IS FOR OFF-LOADING THE METAL DECK ON APRIL 14 & APRIL 15. DECK WAS SPREAD TO SITE WHERE SPACE WAS AVAILABLE. ONCE IT IS TIME TO LOAD THE DECK TO THE BUILDING MORE ADDED TIME WILL BE NEEDED TO FISH THE BUNDLES FROM AREAS AROUND THE SITE AND GET THEM TO THE DESIRED LOCATIONS FOR CRANE TO PICK.



IRONMAN

I N C O R P O R A T E D

Ironman, Inc.
20555 Superior Street
Chatsworth, CA 91311
Phone: 818.341.0980
Fax: 818.456.0112

Date: 4/19/2022
Page 1 of 1
CO #: 3
Job #: 185
Rose K-5

Change Order Request

To: Leon Cavallo
Balfour Beatty
300 E. Esplanade Drive
#1120
Oxnard, CA 93036
Phone: 805-983-1558
Fax: 805-983-7249

Subject: T&M For Off-Loading Metal Deck

Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

Description of Change:

Per the request of the general contractor, Ironman, Inc. proceeded with changes as indicated in the attached backup documents.

~~Total cost of this COR: \$9,343.93~~ **\$0**

The change will cause an increase of ~~\$9,343.93~~ to the contract amount.

A signature below indicates acceptance of all changes shown herein.

Accepted By

Ore Dagan
Ironman, Inc.

[MAIN PAGE](#)

		TOTAL Costs
Overhead Cranes (No Charge)	\$0.00	\$0.00
Flame Cutting System (\$.74/Hr.)	\$0.00	\$0.00
Propelyne (\$8.45/Lb.)	\$0.00	\$0.00
Oxygen (\$1.45/Lb.)	\$0.00	\$0.00
Wire Brushes (\$4.39 ea.)	\$0.00	\$0.00
Wire Cups (\$28.59 ea.)	\$0.00	\$0.00
Grinder Wheels (\$6.19 ea.)	\$0.00	\$0.00
Ford F550 (\$45.20/Hr.) RIG	\$201.60	\$201.60
Welding Wire (\$6.63/Lb.)	\$0.00	\$0.00
Welding Rod (\$8.16/Lb.)	\$0.00	\$0.00
Welding Systems (\$14.04/Hr.)	\$0.00	\$0.00
Compressor (\$8.76/Hr.)	\$0.00	\$0.00
LN-25 Wire Feeder (\$11.12/Hr.)	\$0.00	\$0.00
TOTAL Costs for 2 Field Days	\$403.20	\$403.20 \$0

[MAIN PAGE](#)

Rental - Giffin Rentals Forklift

QTY	SHOP	FIELD	TOTAL Costs
1	\$0.00	\$1,133.80	\$1,133.80
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
			\$1,133.80

Time & Material Sheet



PROJECT: Rosa Elementaryschool	JOB # 4237 4234	T&M # 01	RFI PENDING
DATE: 04/14/22 GC #	PCO/FWO #	RFI #	WHO

CATEGORY OF WORK (CHECK ALL THAT APPLY)

Fabrication or Detail Error <input type="checkbox"/>	Error in Concrete, Embeds or Anchor Bolts <input type="checkbox"/>	WORK COMPLETE Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Incomplete Shop Fabrication <input type="checkbox"/>	Work Directed by Controlling Contractor <input checked="" type="checkbox"/>	
Claim for Lost Time or Productivity <input type="checkbox"/>	Other: <input type="checkbox"/>	

DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK

PIECE MARKS INVOLVED

Field labor;
 To unload 9 trucks of galvanize steel decking onto ground for building A,B&C
 GC to pick up all time

DESCRIPTION OF ADDITIONAL WORK

FIELD LABOR Check if 2nd Dinner Break D.T. **Select Shift** 1, 2, or 3

GFIW	FIW	JIW	IW	AW	Other	Employee's Name	Sub/Travel	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	E.lopez	<input type="checkbox"/>	<input type="checkbox"/>	8		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A.Barbosa	<input type="checkbox"/>	<input type="checkbox"/>	8		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	C.bunt	<input type="checkbox"/>	<input type="checkbox"/>	8		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			

Equipment Description	Size	Y/N	Quantity	Hours/Each	Equipment Description	Size	Y/N	Quantity	Hours/Each
Crane(s)		<input type="checkbox"/>			Rolling scaffold		<input type="checkbox"/>		
Forklift		<input type="checkbox"/>			Material Lift		<input type="checkbox"/>		
Boom Lift		<input type="checkbox"/>			Air Comp		<input type="checkbox"/>		
Scissor Lift		<input type="checkbox"/>			Truck Std/Erect		<input type="checkbox"/>		
Welding Std		<input type="checkbox"/>			Protection / Barrier		<input type="checkbox"/>		
Weld Full Pen		<input type="checkbox"/>			Equip In/Out:		<input type="checkbox"/>		
Smoke control		<input type="checkbox"/>			Mobilization:		<input type="checkbox"/>		
50ft. lead		<input type="checkbox"/>			Other:		<input type="checkbox"/>		
Torch Outfit		<input type="checkbox"/>			Other:		<input type="checkbox"/>		

MATERIALS - Description of Materials beyond trade consumables and safety Etc.	Quantity	Unit

Ironman/Balfour Beatty
 CONTRACTOR

Edgar Lopez *Edgar Lopez Jr.*
 TOP STEEL ERECTORS, INC. REPRESENTATIVE

Date 04/14/22

Date 04/14/22

CONTRACTOR'S REPRESENTATIVE

AUTHORIZATION TO PROCEED T&M WORK BY

Time & Material Sheet



PROJECT: Rosa Elementarschool	JOB # 4233 4234	T&M # 02	RFI PENDING
DATE: 04/15/22 GC #	PCO/FWO #	RFI #	WHO

CATEGORY OF WORK (CHECK ALL THAT APPLY)

Fabrication or Detail Error <input type="checkbox"/>	Error in Concrete, Embeds or Anchor Bolts <input type="checkbox"/>	WORK COMPLETE Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Incomplete Shop Fabrication <input type="checkbox"/>	Work Directed by Controlling Contractor <input checked="" type="checkbox"/>	
Claim for Lost Time or Productivity <input type="checkbox"/>	Other: <input type="checkbox"/>	

DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK

PIECE MARKS INVOLVED

Field labor;
 To unload 9 trucks of galvanize steel decking onto ground for building A.B&C
 GC to pick up all time

DESCRIPTION OF ADDITIONAL WORK

FIELD LABOR Check if 2nd Dinner Break D.T. **Select Shift** 1, 2, or 3

GFIW	FIW	JIW	IW	AW	Other	Employee's Name	Sub/Travel	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	E.lopez	<input type="checkbox"/>	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A.Barbosa	<input type="checkbox"/>	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.bunt	<input type="checkbox"/>	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			

Equipment Description	Size	Y/N	Quantity	Hours/Each	Equipment Description	Size	Y/N	Quantity	Hours/Each
Crane(s)		<input type="checkbox"/>			Rolling scaffold		<input type="checkbox"/>		
Forklift		<input type="checkbox"/>			Material Lift		<input type="checkbox"/>		
Boom Lift		<input type="checkbox"/>			Air Comp		<input type="checkbox"/>		
Scissor Lift		<input type="checkbox"/>			Truck Std/Erect		<input type="checkbox"/>		
Welding Std		<input type="checkbox"/>			Protection / Barrier		<input type="checkbox"/>		
Weld Full Pen		<input type="checkbox"/>			Equip In/Out:		<input type="checkbox"/>		
Smoke control		<input type="checkbox"/>			Mobilization:		<input type="checkbox"/>		
50ft. lead		<input type="checkbox"/>			Other:		<input type="checkbox"/>		
Torch Outfit		<input type="checkbox"/>			Other:		<input type="checkbox"/>		

MATERIALS - Description of Materials beyond trade consumables and safety Etc.	Quantity	Unit

Ironman/Balfour Beatty
 CONTRACTOR

Edgar Lopez *Edgar Lopez Jr.*
 TOP STEEL ERECTORS, INC. REPRESENTATIVE

Date 04/15/22
 CONTRACTOR'S REPRESENTATIVE

Michael S. Jones Date 04/15/22
 AUTHORIZATION TO PROCEED T&M WORK BY

Giffin Equipment - Ventura

2509 N Ventura Ave
Ventura, CA 93001

www.giffinequipment.com

805-233-8081 Phone
805-967-0814 Fax

Status: Closed

Invoice #: 149015-2

Invoice Date: Tue 4/19/2022

Date Out: Wed 4/13/2022 3:00PM

Operator: Jeremy Stebbins

Terms: NET 0

Customer #: 17112

Ironman Inc

Phone 818-878-8457

20555 Superior St

Chatsworth, CA 91311

Ordered By: Ore

Salesman: Fernando Moreno fernando@giffinrental.com

Delivery Wed 4/13/2022 3:00PM

Ore 818-857-5615
220 S. Driskill St.
Oxnard, CA 93030

Pickup Tue 4/19/2022

Ore 818-857-5615
220 S. Driskill St.
Oxnard, CA 93030

Qty	Key	Items	Replacement Cost	Status	Returned Date	Price
1	12RFLT 13540	12000# 40' Reach Lift, Gehl Meter Out: 3348.0 1day \$450.00 1week \$1,500.00 4weeks \$3,400.00 unit has 8' forks	\$0.00 each	Returned	Fri 4/15/2022 4:18PM	\$927.00
1	Del/PU 13587	Delivery/Pickup	\$125.00 each	Sold		\$90.00

Please pay from this invoice.

Note: There is a 3% service fee for credit card payments over \$3,000.00. Please call 805-967-3474 or email ap@giffinrental.com for credit card payments.

Rental Contract

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - PLEASE READ THEM! If equipment does not function properly notify Giffin Rental within 30 minutes of occurrence or no refund or allowance will be made. Customer is responsible for daily maintenance, grease fittings, fuel, damage and cleaning fees if equipment is not cleaned before return.

TO END RENTAL CHARGES, CUSTOMER MUST CALL EQUIPMENT OFF OF RENT

EQUIPMENT USAGE IS LIMITED TO 8 HOURS PER 24 HOUR RENTAL PERIOD, AND CUSTOMER IS RESPONSIBLE FOR SLIPPED, RIPPED OR DAMAGED TRACKS

*** CUSTOMER WILL BE BILLED @ \$150 AN HR PORT TO PORT FOR ALL SERVICE CALLS. CUSTOMER WILL BE CHARGED A \$150 DRY RUN FEE FOR ALL DELAYED OR MISSED DELIVERIES. SERVICE CALLS WILL BE BILLED AT A MINIMUM OF 4 HRS FOR ALL AFTER HOURS CALLS.***

*** THERE IS A 3% SERVICE FEE FOR CREDIT CARD PAYMENTS OVER \$3,000.00 ***

Signature: _____

Ironman Inc

Rental:	\$927.00
Sales:	\$90.00
Subtotal:	\$1,017.00
ENV Fee:	\$41.72
Sales Tax:	\$75.08
Total:	\$1,133.80
Paid:	\$0.00
Amount Due:	\$1,133.80 \$0

IRONMAN

I N C O R P O R A T E D

Ironman, Inc.
20555 Superior Street
Chatsworth, CA 91311
Phone: 818.341.0980
Fax: 818.456.0112

Date: 5/3/2022
Page 1 of 1
CO #: 7
Job #: 185
Rose K-5

Change Order Request

To: Leon Cavallo
Balfour Beatty
300 E. Esplanade Drive
#1120
Oxnard, CA 93036
Phone: 805-983-1558
Fax: 805-983-7249

Subject: RFI 007 - Flatbed Trailer Rentals Delay

Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

Description of Change:

Per the request of the general contractor and CCD05, Ironman, Inc. has costs associated with the delay as indicated in the attached backup documents.

Total cost of this COR: \$43,355.00

The change will cause an increase of \$43,355.00 to the contract amount.

A signature below indicates acceptance of all changes shown herein.

Accepted By

Ore Dagan
Ironman, Inc.

[MAIN PAGE](#)

	QTY	SHOP	FIELD	TOTAL Costs
Flatbed Trailers from Xtra Lease - Bldg. C - 3 Months (18 trailers)	54	\$0.00	\$650.00	\$35,100.00
Flatbed Trailers from Xtra Lease - Bldg. B - 1 Month (4 trailers)	4	\$0.00	\$650.00	\$2,600.00

Location	Unit#	Plate#	Project#	Location	Rented
Xtra Lease - Fontana	OTRT Q57186	431649Z	185 // Rose	DEL SOL	03/30/2021
Xtra Lease - Commerce	OTRT Q57192	433155Z	185 // Rose	DEL SOL	12/28/2021
Xtra Lease - Commerce	OTRT Q57146	431609Z	185 // Rose	DEL SOL	12/30/2021
Xtra Lease - Commerce	OTRT Q56966	428747Z	185 // Rose	DEL SOL	01/3/2022
Xtra Lease - Commerce	OTRT Q57144	431607Z	185 // Rose	DEL SOL	01/3/2022
Xtra Lease - Commerce	OTRT Q56857	428638Z	185 // Rose	DEL SOL	01/11/2022
Xtra Lease - Fontana	OTRT Q56076	281136X	185 // Rose	DEL SOL	01/21/2022
Xtra Lease - Fontana	OTRT Q56887	428668Z	185 // Rose	DEL SOL	01/21/2022
Xtra Lease - Fontana	OTRT Q56371	274327Z	185 // Rose	DEL SOL	01/26/2022
Xtra Lease - Fontana	OTRT Q56592	275924Z	185 // Rose	DEL SOL	01/26/2022
Xtra Lease - Fontana	OTRT Q56634	275966Z	185 // Rose	DEL SOL	02/7/2022
Xtra Lease - Fontana	OTRT Q57194	433157Z	185 // Rose	DEL SOL	02/10/2022
Xtra Lease - Fontana	OTRT Q56953	428734Z	185 // Rose	DEL SOL	02/10/2022
Xtra Lease - Fontana	OTRT Q56618	275950Z	185 // Rose	DEL SOL	2/14/2022
Xtra Lease - Fontana	OTRT Q56591	275923Z	185 // Rose	DEL SOL	2/16/2022
Xtra Lease - Commerce	OTRT Q56052	273172Z	185 // Rose	DEL SOL	2/21/2022
Xtra Lease - Fontana	OTRT Q56620	275952Z	185 // Rose	DEL SOL	2/22/2022
Xtra Lease - Commerce	OTRT Q56582	2614125	185 // Rose	DEL SOL	2/25/2022
Xtra Lease - Fontana (Beech)	OTRT Q56051	273171Z	185 // Rose	DEL SOL	2/28/2022
Xtra Lease - Fontana (Beech)	OTRT Q56615	275947Z	185 // Rose	DEL SOL	3/11/2022
Xtra Lease - Fontana (Beech)	OTRT Q56641	282495X	185 // Rose	DEL SOL	3/18/2022
Xtra Lease - Commerce	OTRT Q57598	434228Z	185 // Rose	DEL SOL	2/11/2022

IRONMAN

I N C O R P O R A T E D

Ironman, Inc.
20555 Superior Street
Chatsworth, CA 91311
Phone: 818.341.0980
Fax: 818.456.0112

Date: 5/3/2022
Page 1 of 1
CO #: 8
Job #: 185
Rose K-5

Change Order Request

To: Leon Cavallo
Balfour Beatty
300 E. Esplanade Drive
#1120
Oxnard, CA 93036
Phone: 805-983-1558
Fax: 805-983-7249

Subject: RFI 008 - Extra Handling of Metal Deck (CCD 05)

Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

Description of Change:

Per the request of the general contractor and CCD05, Ironman, Inc. has costs associated with the delay as indicated in the attached backup documents.

Total cost of this COR: ~~\$26,351.10~~ **\$0**

The change will cause an increase of ~~\$26,351.10~~ to the contract amount.

A signature below indicates acceptance of all changes shown herein.

Accepted By

Ore Dagan
Ironman, Inc.

Ironman, Inc.
 20555 Superior Street
 Chatsworth, CA 91311
 Phone: 818.341.0980

Job Name: **Rose K-5**
 Address: 220 S. Driskill St.
 Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185

Attn: Leon Cavallo

Date: **5/3/2022**

Ironman CO #008 - Extra Handling of Metal Deck (CCD05)

ACTIVITY DESCRIPTION	Detail	DATA			Detailing				Shop Labor				Field Labor				Foreman Labor						
		Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor	Total	Prod. Rate	Man Hours	Labor Rate	Labor	Total	Prod. Rate	Man Hours	Labor Rate	Labor	Total	Prod. Rate	Man Hours	Labor Rate	Labor	Total
Added Work:																							
- BLDG. C Deck Bundles (114 Bundles)		114.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	1.50	171	\$ 134.00	\$ 22,914	0.00	-	\$ 143.76	\$ -	-	-	\$ 143.76	\$ -
-		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	2.00	-	\$ 143.76	\$ -	-	-	\$ 143.76	\$ -
-		0.0	EA	0.00	-	\$ 88.00	\$ -	0.00	-	\$ 83.00	\$ -	0.00	-	\$ 134.00	\$ -	0.00	-	\$ 143.76	\$ -	-	-	\$ 143.76	\$ -
Totals:					-		\$0		-		\$0		171		\$22,914		-			-		\$0	

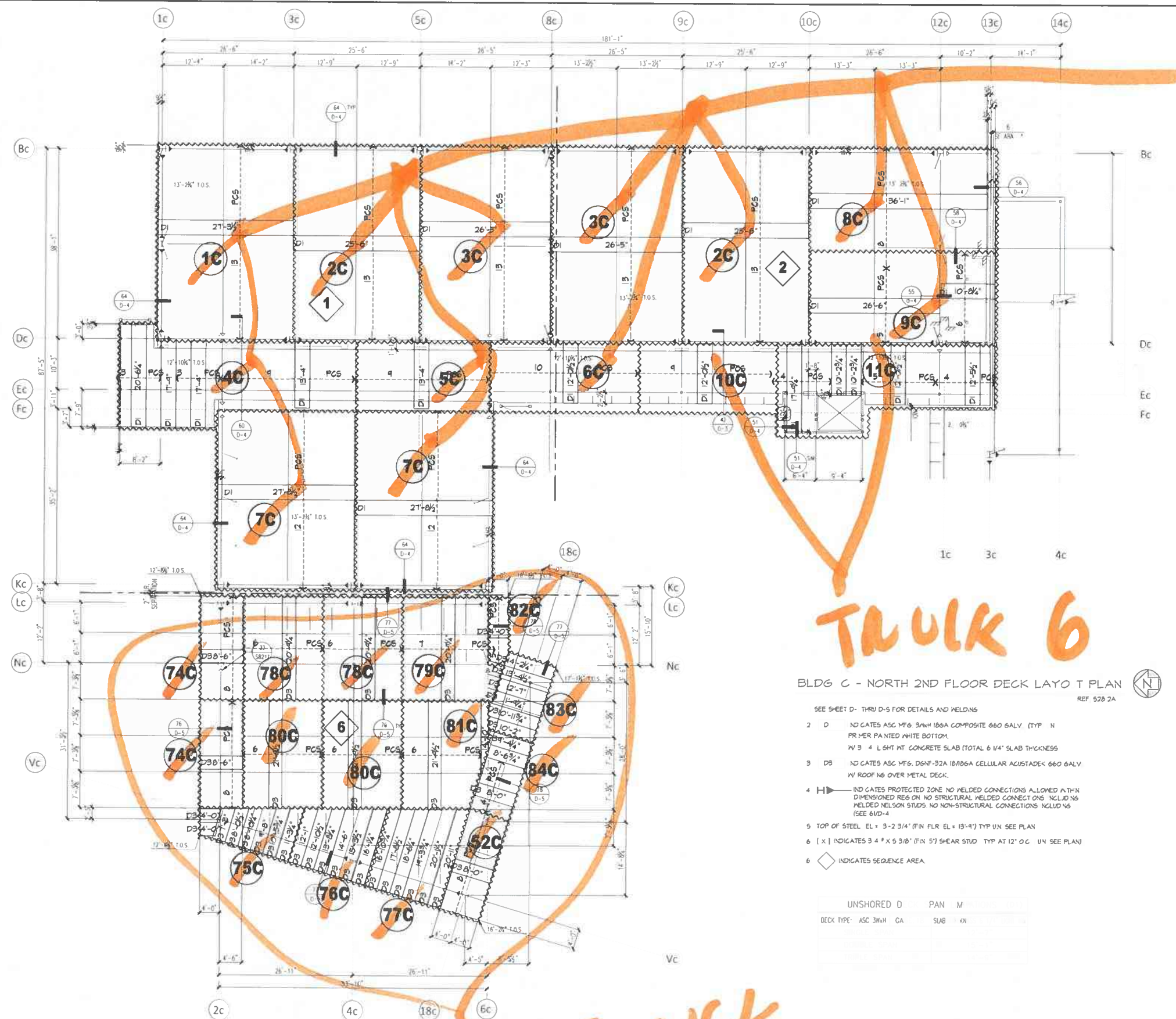
NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)

SEE COVER PAGE FOR DESCRIPTION. ADDED FIELD TIME TO OFFLOAD STEEL AND DISPERSE ACROSS THE JOBSITE RATHER THAN PICK IT FROM THE TRUCK TO THE BLDG. USING THE CRANE ON SITE FOR STEEL ERECTION. WHEN THE TIME COMES, WE WILL NEED TO HUNT FOR THE BUNDLES AND BRING BACK TO THE CRANE FOR PLACEMENT ONTO THE BUILDING. ASSIGNING ONE-AND-A-HALF MAN HOURS PER BUNDLE ACCOUNTS FOR SHAKE OUT TIME & RE-LOADING TIME FOR A TWO MAN TEAM (FORKLIFT OPERATOR AND FLAG MAN). THERE ARE DIFFERENT DECK BUNDLES FOR SECOND FLOOR AND ROOF DECK THAT NEED TO BE IDENTIFIED AND SHOOKEN OUT.

TRUCK 5

TRUCK 6

TRUCK 4



BLDG C - NORTH 2ND FLOOR DECK LAYOUT PLAN
REF 52B 2A

- SEE SHEET D- THRU D-5 FOR DETAILS AND WELDING
- 2 D NO GATES ASC MFG 3/8"X 1/8" GA COMPOSITE 660 GALV (TYP N PRIMER PAINTED WHITE BOTTOM)
W/ 3/4" L GHT INT CONCRETE SLAB (TOTAL 6 1/4" SLAB THICKNESS)
 - 3 DB NO GATES ASC MFG. DSNF-32A 1/8"X 3/8" CELLULAR ACUSTADEK 660 GALV W/ ROOFING OVER METAL DECK.
 - 4 H NO GATES PROTECTED ZONE NO WELDED CONNECTIONS ALLOWED WITH DIMENSIONED REG ON NO STRUCTURAL WELDED CONNECTIONS INCLD NG WELDED NELSON STUDS NO NON-STRUCTURAL CONNECTIONS INCLD NG (SEE 61D-4)
 - 5 TOP OF STEEL EL + 3-2 3/4" (FIN FLR EL + 13'-9") TYP UN SEE PLAN
 - 6 [X] INDICATES 3 4" X 9 3/8" (FIN 5") SHEAR STUD TYP AT 12" O.C UN SEE PLAN
 - 6 [DIAMOND] INDICATES SEQUENCE AREA.

UNSHORED D	PAN	M
DECK TYPE - ASC 3/8"X 1/8" GA	SLAB	KN

NOTE:
CLOUDED EDGE OF SLAB DIMENSIONS NEED TO BE PROVIDED. WE ARE NOT ABLE TO DETERMINE THESE FROM ARCHITECTURAL DRAWINGS DUE TO NOT BEING ABLE TO DETERMINE WHETHER WE NEED TO HOLD BACK FOR WALLS, NOR WHAT WALL THICKNESSES ARE, NOR ADDITIONAL HOLDBACK TOLERANCES ARE DESIRED. ALSO, THESE ELEVATOR/ STAIR / MECHANICAL SHAFTS ARE OFTEN REVISOR BY THOSE TRADES. THESE DIMENSIONS NEED TO BE PROVIDED IN DUR RETURNED SHOP DRAWINGS. FAILURE TO PROVIDE DIMENSIONS WILL RESULT IN DELAYS TO JOB SCHEDULES AND CONCRETE POURS

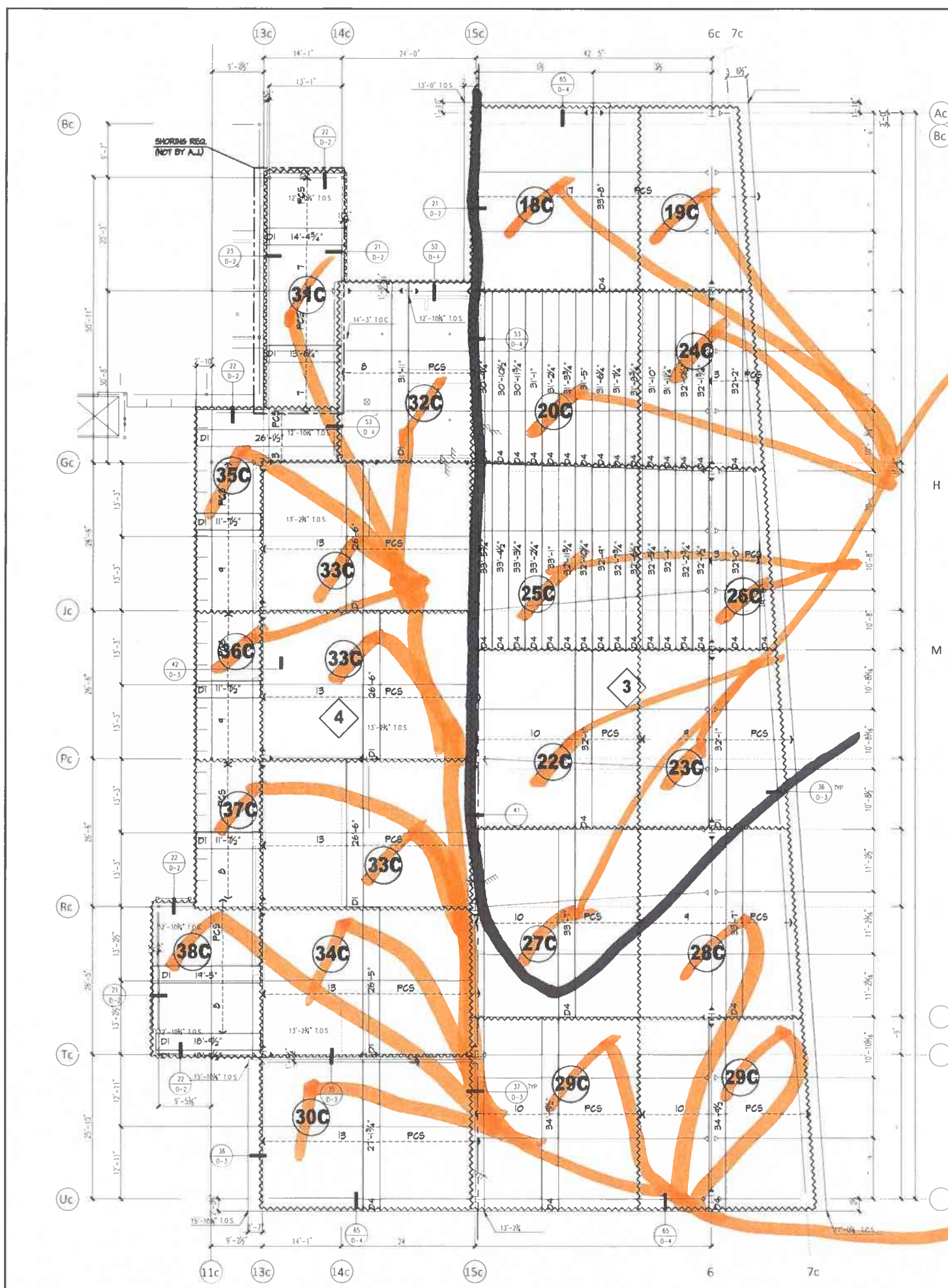
Note to Approver:
Where conflicts occur between the contract drawings (Arch/Struct/Mech) and the approved steel fabricator's E-drawings, the following precedence is used for these metal deck shop drawings. Any deviations to this precedence must be noted on these metal deck shop drawings during the review/approval process:

- 1) Structural/Architectural/Mechanical conflicts = Structural drawings to be followed unless noted otherwise on these reviewed metal deck shop drawings (note that metal decking is a structural, not architectural component)
- 2) Structural drawing and approved steel fabricator's E-drawings received prior to metal deck fabrication regarding dimensions and beam spacings to determine metal deck sheet lengths = Arzing-Johnson Co. will follow the approved steel E-drawings over Structural drawings and Architectural drawings, unless the dimensions on contract drawings has been revised after the date of approved steel E-drawings (note that it is critical that metal deck pieces end at the centerlines of the actual installed structural steel)

ANNING-JOHNSON COMPANY		DATE: 11-2-2021		REVISIONS	
13550 TEMPLE AVE. CITY OF INDUSTRY, CA 91749 - (920)369-7131 FAX (920)336-3672		DRAWN BY: T. J. ...		NO. 1	
SHEAR CONNECTIONS		ENGR. SSC		DATE: 11-2-2021	
METAL SIDING		CONTR. BAUFOR BEATTY		DATE: 11-2-2021	
METAL DECKING		SCALE: 1/8" = 1'-0"		DATE: 11-2-2021	
METAL ROOFING				DATE: 11-2-2021	
SINGLE PLY ROOFING				DATE: 11-2-2021	
INSULATING CONCRETE				DATE: 11-2-2021	
LATH & PLASTER / E.L.P.S.				DATE: 11-2-2021	
JOB: ROSE AVENUE K-5 SCHOOL		ARCH. BI		NO. 1	
LOCATION: 220 S. DRISKILL ST., OXNARD, CA 93030		ENGR. SSC		DATE: 11-2-2021	
BLDG. C NORTH FLOOR DECK LAYOUT PLAN		CONTR. BAUFOR BEATTY		DATE: 11-2-2021	
JOB NO. L0072				DATE: 11-2-2021	
SHEET NO. 6				DATE: 11-2-2021	
8 OF 10 SHEETS				DATE: 11-2-2021	

BUNDLE DWG. Sht 6 (Bldg C N Roof), 2/8/2022 10:34:10 AM

BUNDLE DWG.



BLDG. C SOUTH FLOOR DECK LAYOUT PLAN

REF: 52811A

- SEE SHEET D-1 THRU D-5 FOR DETAILS AND WELDING
- D1** INDICATES ASC MFG. 36W 186A COMPOSITE 660 GALV. (TYP) UN PRIMER PAINTED WHITE BOTTOM. W/ 3/4" LIGHT WT. CONCRETE SLAB (TOTAL 6 1/4" SLAB THICKNESS)
- D4** INDICATES ASC MFG. 36W 186A COMPOSITE VENTED 660 GALV. (TYP) UN PRIMER PAINTED WHITE BOTTOM. W/ 3/4" LIGHT WT. CONCRETE SLAB (TOTAL 6 1/4" SLAB THICKNESS)
- H** INDICATES PROTECTED ZONE. NO WELDED CONNECTIONS ALLOWED WITHIN DIMENSIONED REGION. NO STRUCTURAL WELDED CONNECTIONS INCLUDING WELDED NELSON STUDS. NO NON-STRUCTURAL CONNECTIONS INCLUDING (SEE 6/D-4)
- TOP OF STEEL EL. = 3'-3 3/4" (FIN. FLR. EL. = 13'-10") TYP UN. SEE PLAN
- (X)** INDICATES 3/4" X 5 3/8" (FIN. 5") SHEAR STUD. TYP AT 12" O.C. (UN. SEE PLAN)
- ◇** INDICATES SEQUENCE AREA

UNSHORED DECK SPAN LIMITATIONS (D1)			
DECK TYPE:	ASC 36W186	GAGE: 18	SLAB THICKNESS 6 1/4" LIGHT WT.
SINGLE SPAN			12'-7"
DOUBLE SPAN			15'-1"
TRIPLE SPAN			14'-9"

NOTE:
 CLOUDED EDGE OF SLAB DIMENSIONS NEED TO BE PROVIDED
 WE ARE NOT ABLE TO DETERMINE THESE FROM ARCHITECTURAL DRAWINGS
 DUE TO NOT BEING ABLE TO DETERMINE WHETHER WE NEED TO HOLD BACK FOR
 WALLS, NDR WHAT WALL THICKNESSES ARE, NDR ADDITIONAL HOLDBACK
 TOLERANCES ARE DESIRED. ALSO, THESE ELEVATOR/ STAIR / MECHANICAL SHAFTS
 ARE OFTEN REVISOR BY THOSE TRADES. THESE DIMENSIONS NEED TO BE
 PROVIDED ON OUR RETURNING SHOP DRAWINGS. FAILURE TO PROVIDE
 DIMENSIONS WILL RESULT IN DELAYS TO JOB SCHEDULES AND CONCRETE POURS

Note to Approver:
 Where conflicts occur between the contract drawings (Arch./Struct./Mech.) and the approved steel fabricator's E-drawings the following
 precedence is used for these metal deck shop drawings. Any deviations to this precedence must be noted on these metal deck shop
 drawings during the review/approval process.

- Structural/Architectural/Mechanical conflicts = Structural drawings to be followed unless noted otherwise on these re-revised metal deck shop drawings (note that metal decking is a structural not architectural component).
- Structural drawing and approved steel fabricator's E-drawings received prior to metal deck fabrication regarding dimensions and beam spacings to determine metal deck sheet lengths = Anning-Johnson, Inc. will follow the approved steel E-drawings over Structural drawings and Architectural drawings unless the dimensions on contract drawings have been revised after the date of approved steel E-drawings (note that 4 is critical that metal deck pieces end at the centerlines of the actual installed structural steel).

TRUCK 6

TRUCK 7

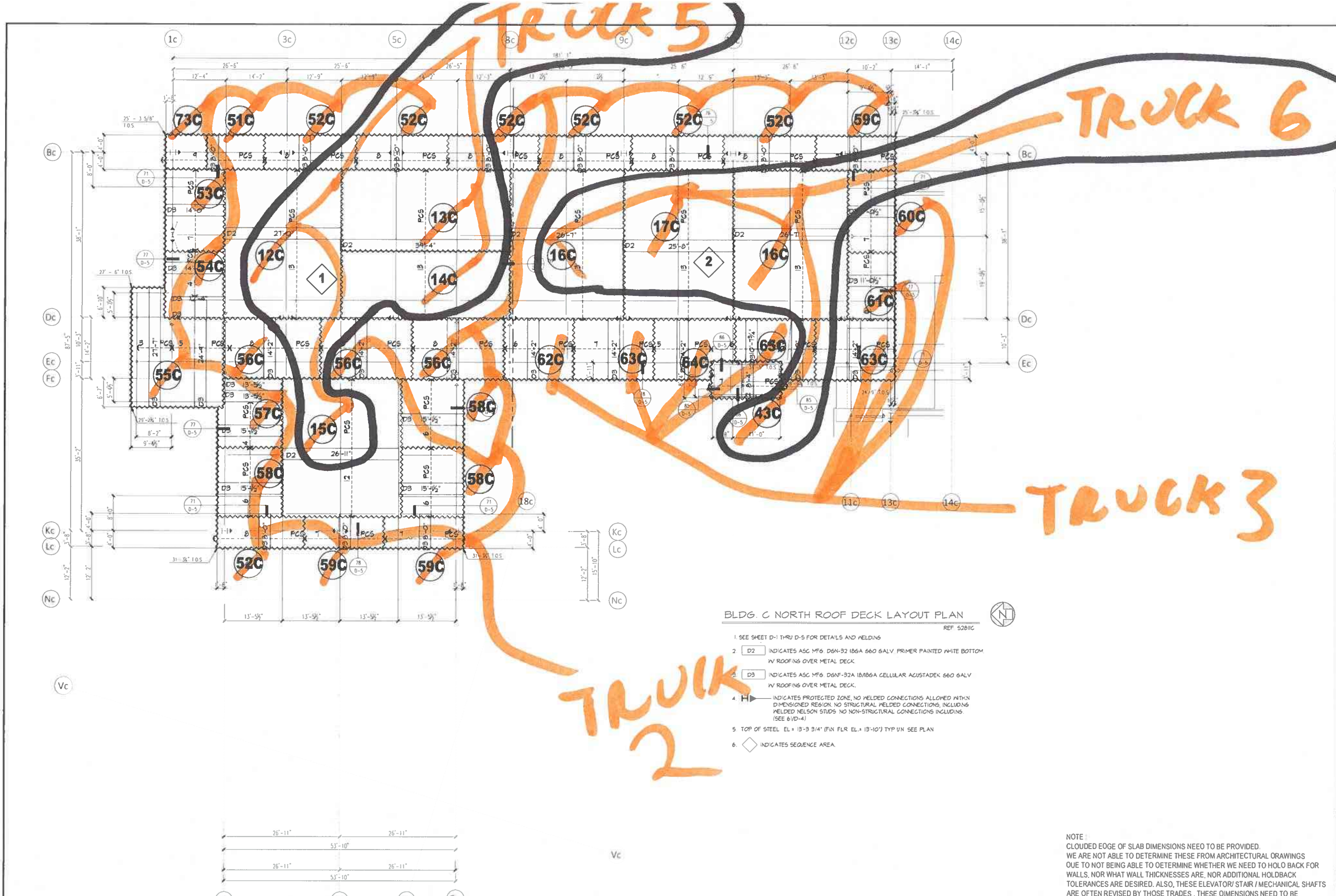
BUNDLE DWG.

ANNING-JOHNSON COMPANY		DATE: 10-14-2021	ARCH. IBI:	REVISIONS:
13250 TEMPLE AVE. CITY OF INDUSTRY, CA 91749 - (661)969-7131 FAX (661)968-3874		DRAWN BY: 7/10/2021	ENGR. SSC:	11-3-2021
SHEAR CONNECTORS: DRYWALL / METAL STUDS		CHECKED BY: 7/10/2021	CONTR. BALFOUR BEATTY	11-8-2021
METAL SIDING: METAL DECKING		SCALES: 1/8" = 1'-0"		11-24-2021
METAL ROOFING: INSULATING CONCRETE				
FIREPROOFING: LATH & PLASTER / E.I.F.S.				

JOB: ROSE AVENUE K-5 SCHOOL
 LOCATION: 220 S. DRISKILL ST., ORNARD, CA 93030
 BLDG. C FLOOR DECK LAYOUT PLAN

JOB NO. L0072
 SHEET NO. 7
 7 OF 10 SHEETS

BUNDLE DWG. Sht 7 (Bldg C S Roof), 2/8/2022 10:34:15 AM



BLDG. C NORTH ROOF DECK LAYOUT PLAN
REF 5281C

- 1 SEE SHEET D-1 THRU D-5 FOR DETAILS AND WELDING
- 2 D2 INDICATES ASC MFG. D6N-32 186A 660 GALV. PRIMER PAINTED WHITE BOTTOM IN ROOFING OVER METAL DECK
- 3 D3 INDICATES ASC MFG. D6N-32A 186BA CELLULAR ACUSTADEK 660 GALV IN ROOFING OVER METAL DECK
- 4 H INDICATES PROTECTED ZONE, NO WELDED CONNECTIONS ALLOWED WITHIN DIMENSIONED REGION, NO STRUCTURAL WELDED CONNECTIONS, INCLUDING WELDED NELSON STUDS NO NON-STRUCTURAL CONNECTIONS INCLUDING (SEE 6/D-4)
- 5 TOP OF STEEL EL. = 13'-3 3/4" (FIN. FLR. EL. = 13'-10") TYP. UN. SEE PLAN
- 6 ◊ INDICATES SEQUENCE AREA.

NOTE:
CLOUDED EDGE OF SLAB DIMENSIONS NEED TO BE PROVIDED. WE ARE NOT ABLE TO DETERMINE THESE FROM ARCHITECTURAL DRAWINGS DUE TO NOT BEING ABLE TO DETERMINE WHETHER WE NEED TO HOLD BACK FOR WALLS, NOR WHAT WALL THICKNESSES ARE, NOR ADDITIONAL HOLDBACK TOLERANCES ARE DESIRED. ALSO, THESE ELEVATOR/ STAIR / MECHANICAL SHAFTS ARE OFTEN REVISED BY THOSE TRADES, THESE DIMENSIONS NEED TO BE PROVIDED ON OUR RETURNED SHOP DRAWINGS. FAILURE TO PROVIDE DIMENSIONS WILL RESULT IN DELAYS TO JOB SCHEDULES AND CONCRETE POURS

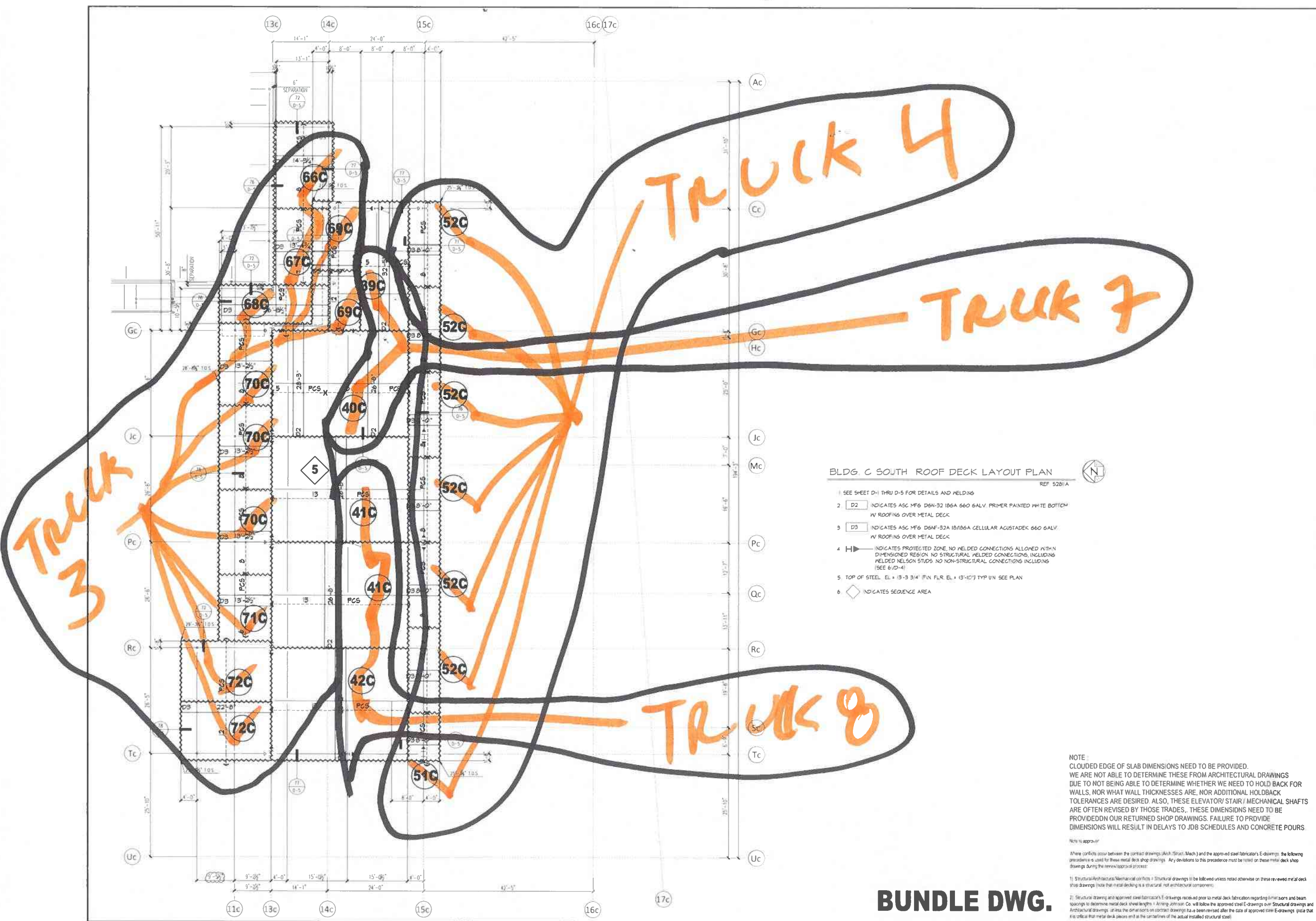
Note to approver:
Where conflicts occur between the contract drawings (Arch./Struct./Mech.) and the approved steel fabricator's E-drawings, the following precedence is used for these metal deck shop drawings. Any deviations to this precedence must be noted on these metal deck shop drawings during the review/approval process.

1) Structural/Architectural/Mechanical conflicts = Structural drawings to be followed unless noted otherwise on these re-viewed metal deck shop drawings (note that metal decking is a structural, not architectural component).

2) Structural drawing or approved steel fabricator's E-drawings received prior to metal deck fabrication regarding dimensions and beam spacings to determine metal deck sheet lengths = Anning-Johnson Co. will follow the approved steel E-drawings over Structural drawings and Architectural drawings, unless the dimensions on contract drawings have been revised after the date of approved steel E-drawings (note that it is critical that metal deck pieces end at the centerlines of the actual installed structural steel).

BUNDLE DWG.

ANNING-JOHNSON COMPANY 12650 TEMPLE AVE. CITY OF INDUSTRY, CA 91749 - (626)388-7131 FAX (626)388-9672		DATE: 10-14-2021 ARCH. IBI: ENGR. SSC CHECKED BY: CONTR. BALFOUR BEATTY SCALE: 1/8" = 1'-0"	REV. NO. 1 DATE 11-2-2021 SUBMIT FOR APPROVAL
JOB: ROSE AVENUE K-5 SCHOOL LOCATION: 220 S. DRISKILL ST., OXNARD, CA 93030 BLDG. B ROOF DECK LAYOUT PLAN	METAL SIDING METAL DECKING METAL ROOFING SHEAR CONNECTORS SINGLE PLY ROOFING INSULATING CONCRETE DRYWALL / METAL STUDS FIREPROOFING LATH & PLASTER / E.L.P.S.	DATE: 10-14-2021 DRAWN BY: [Signature] CHECKED BY: [Signature] SCALE: 1/8" = 1'-0"	REV. NO. 1 DATE 11-2-2021 SUBMIT FOR APPROVAL
JOB NO. L0072 SHEET NO. 8 8 OF 10 SHEETS		BUNDLE DWG. Sht 8 (Bldg C N Roof), 2/8/2022 10:34:20 AM Ironman, Inc. Received: 02/15/2022	



BLDG. C SOUTH ROOF DECK LAYOUT PLAN
REF: 5281A

- 1 SEE SHEET D-1 THRU D-5 FOR DETAILS AND WELDING
- 2 D2 INDICATES ASC MFG D5N-32 18GA 660 GALV. PRIMER PAINTED WHITE BOTTOM IN ROOFING OVER METAL DECK
- 3 D3 INDICATES ASC MFG D5NF-32A 1818GA CELLULAR AGUSTADER 660 GALV. IN ROOFING OVER METAL DECK
- 4 INDICATES PROTECTED ZONE, NO WELDED CONNECTIONS ALLOWED WITHIN DIMENSIONED REGION, NO STRUCTURAL WELDED CONNECTIONS, INCLUDING WELDED NELSON STUDS, NO NON-STRUCTURAL CONNECTIONS INCLUDING (SEE 6/D-4)
- 5 TOP OF STEEL EL = 13'-3 3/4" (FIN. FLR. EL = 13'-10") TYP UN. SEE PLAN
- 6 ◇ INDICATES SEQUENCE AREA



NOTE:
CLOUDED EDGE OF SLAB DIMENSIONS NEED TO BE PROVIDED. WE ARE NOT ABLE TO DETERMINE THESE FROM ARCHITECTURAL DRAWINGS DUE TO NOT BEING ABLE TO DETERMINE WHETHER WE NEED TO HOLD BACK FOR WALLS, NOR WHAT WALL THICKNESSES ARE, NOR ADDITIONAL HOLDBACK TOLERANCES ARE DESIRED. ALSO, THESE ELEVATOR/ STAIR/ MECHANICAL SHAFTS ARE OFTEN REVISED BY THOSE TRADES. THESE DIMENSIONS NEED TO BE PROVIDED IN OUR RETURNED SHOP DRAWINGS. FAILURE TO PROVIDE DIMENSIONS WILL RESULT IN DELAYS TO JOB SCHEDULES AND CONCRETE POURS.

Where conflicts occur between the contract drawings (Arch./Struct./Mech.) and the approved steel fabricator's E-drawings, the following precedence is used for these metal deck shop drawings: Any deviations to this precedence must be noted on these metal deck shop drawings during the review/approval process.

1) Structural/Architectural/Mechanical conflicts - Structural drawings shall be followed unless noted otherwise on these reviewed metal deck shop drawings (note that metal decking is a structural, not architectural component).

2) Structural drawings and approved steel fabricator's E-drawings need prior to metal deck fabrication regarding dimensions and beam spacings to determine metal deck sheet lengths. Anning-Johnson Co. will follow the approved steel E-drawings over Structural drawings and Architectural drawings. (Unless the dimensions on contract drawings have been revised after the date of approved steel E-drawings (note that it is critical that metal deck pieces end at the centerlines of the actual installed structural steel).

BUNDLE DWG.

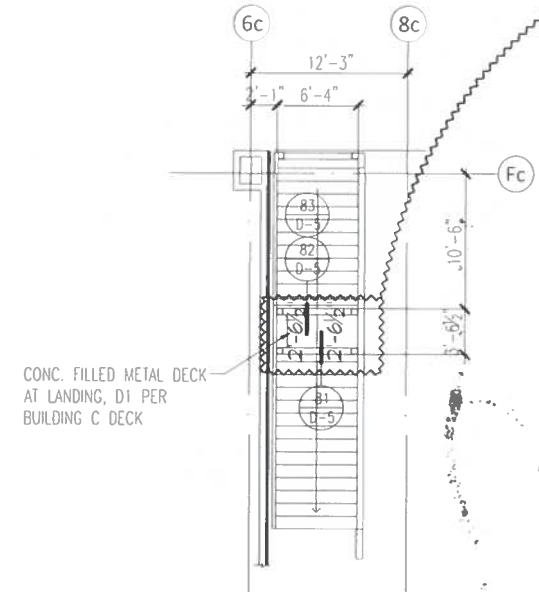
ANNING-JOHNSON COMPANY 13950 TEMPLE AVE, CITY OF INDUSTRY, CA 91749 - (626)368-3672		DATE: 10-14-2021 ARCH. IBI: ENCR. SSC CHECKED BY: W. J. J.	REVISIONS NO. DATE 1 11-24-2021 2 11-24-2021 3 11-24-2021
JOB: ROSE AVENUE K-5 SCHOOL LOCATION: 220 S. DRISKILL ST., OXNARD, CA 93030 BLDG. C SOUTH ROOF DECK LAYOUT PLAN	SHEAR CONNECTORS: DRYWALL / METAL STUDS METAL SIDING: SINGLE PLY ROOFING METAL DECKING: INSULATING CONCRETE METAL ROOFING: LATH & PLASTER / S.L.F.S.	CONTROLLED BY: CONTR. BALFOUR BEATTY SCALE: 1/8" = 1'-0"	JOB NO: L0072 SHEET NO: 9 9 OF 10 SHEETS

BUNDLE DWG. Sht 9 (Bldg C5 Roof), 2/8/2022 10:34:25 AM

USE ONE SHEET FROM BUNDLE 22C

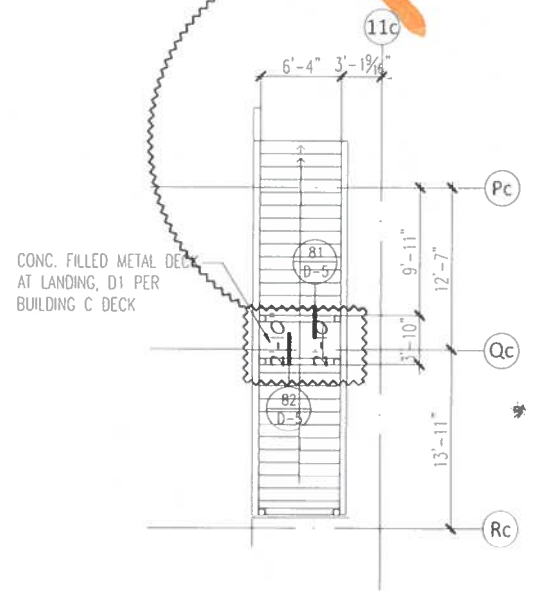
22C

TRUCK 6



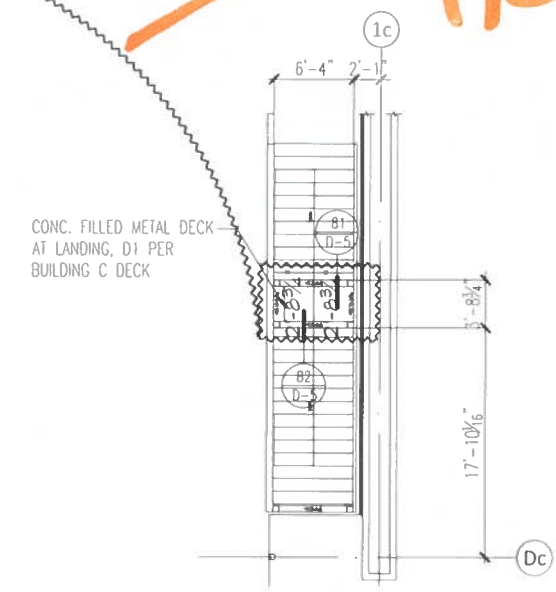
STAIR | LANDING DECK LAYOUT PLAN
REF 44/55001

- SEE SHEET D-1 THRU D-5 FOR DETAILS AND WELDING
- D1** INDICATES ASC MF6 36xH 186A COMPOSITE VENTED 660 GALV. (TYP) UN PRIMER PAINTED WHITE BOTTOM
W/ 3 1/4" LIGHT WT. CONCRETE SLAB (TOTAL 6 1/4" SLAB THICKNESS)
- TOP OF STEEL EL. VARIES (FIN. FLR. EL. VARIES) TYP UN. SEE PLAN
- ◇** INDICATES SEQUENCE AREA



STAIR | LANDING DECK LAYOUT PLAN
REF 14/55001

- SEE SHEET D-1 THRU D-5 FOR DETAILS AND WELDING
- D1** INDICATES ASC MF6 36xH 186A COMPOSITE VENTED 660 GALV. (TYP) UN PRIMER PAINTED WHITE BOTTOM
W/ 3 1/4" LIGHT WT. CONCRETE SLAB (TOTAL 6 1/4" SLAB THICKNESS)
- TOP OF STEEL EL. VARIES (FIN. FLR. EL. VARIES) TYP UN. SEE PLAN
- ◇** INDICATES SEQUENCE AREA



STAIR | LANDING DECK LAYOUT PLAN
REF 44/55002

- SEE SHEET D-1 THRU D-5 FOR DETAILS AND WELDING
- D1** INDICATES ASC MF6 36xH 186A COMPOSITE VENTED 660 GALV. (TYP) UN PRIMER PAINTED WHITE BOTTOM
W/ 3 1/4" LIGHT WT. CONCRETE SLAB (TOTAL 6 1/4" SLAB THICKNESS)
- TOP OF STEEL EL. VARIES (FIN. FLR. EL. VARIES) TYP UN. SEE PLAN
- ◇** INDICATES SEQUENCE AREA

DATE	NO.	REVISIONS
10-14-2021	1	ISSUED FOR APPROVAL
11-2-2021	2	REVISION FOR APPROVAL
11-8-2021	3	REVISION FOR APPROVAL
11-24-2021	4	REVISION FOR APPROVAL

ARCH. IBI	ENGR. SSC	CONTR. BAUPOUR BEATTY
CHECKED BY	SCALE	
1/8" = 1'-0"		

ANNING-JOHNSON COMPANY	DRYWALL / METAL STUDS	FIREPROOFING	LATH & PLASTER / EIFS
METAL SIDING	SHEAR CONNECTORS	SINGLE PLY ROOFING	INSULATING CONCRETE
METAL DECKING	METAL ROOFING		

JOB	ROSE AVENUE K-5 SCHOOL
LOCATION	220 S. DRISKILL ST., OXNARD, CA 93030
STAIR LANDING DECK LAYOUT PLAN	

JOB NO	L0072
SHEET NO	10
10 OF 10 SHEETS	

NOTE:
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Note to Approver
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BUNDLE DWG.

BUNDLE DWG.

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-10-2023
Permit Number:	DSA# 03-119284	Change Event No.:	106
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #106/Contingency Draw Request #073 R2 - Flagpole

Provide labor, materials and equipment to relocate flagpole to proposed location per RFI 376 and install an up light for the flagpole per RFI 275.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A:	\$ -
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Taft Electric	\$	7,004.00	
Premierwest Landscaping	\$	(409.00)	
		Subtotal B:	\$ 6,595.00
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C:	\$ -
D. General Contractor's Overhead and Profit*			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D:	\$ -
E. Bond at 1%	\$	-	
		Subtotal E:	\$ -
Grand Total = (A + B + C + D + E)		\$	6,595.00

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2023-08-10

Print Name & Title (General Contractor)

Signature

Date



CHANGE ORDER REQUEST

COR #020 CE #103 RFI #275 Flag Pole light

To: Raphael Alamillo Project Manager
Balfour Betty
300 E. Esplanade Drive #1120
Oxnard, CA 93036

From: Tim Harris Project Manager
Phone: (805) 320-1623
Email: tharris@taftelectric.com

Phone: (805) 206-8614
Email: RALamillo@balfourbettyus.com
CC:

Date Issued: 8/8/23

Requested Amount:	\$	\$7,004
--------------------------	-----------	----------------

The change in scope for the amount requested above is as follows:

COR #018

SCOPE: Per RFI #275 CE# 020 added Flag pole light REV 1

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Submitted By:

Approved By:

Tim Harris
Project Manager
Taft Electric Company

Date

Raphael Allamillo
Project Manager
Balfour Betty Corporation

Date

Job ID: 20-2338 ROSE AVE
Project: Rose Ave COR's



Takeoff

Vendor: COST

Labor Level: LABOR 3

8 Aug 2023 17:37:49

Region: COR-020 FLAG POLE LIGHT

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	200.00		M	1	SCH 40 DIRECT-BURIED 1-DUCT	0.0000	0.00	0.0000	0.00
10075	30.00	FT	M	1	PVC SCH 40 10' LAID IN TRENCH LBR.	1.6481	49.44	0.0575	1.73
40030	8.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.9818	7.85	0.0162	0.13
390285	210.00	FT	M	3"	RED TRENCH CAUTION TAPE	0.0354	7.43	0.0054	1.13
390083	30.00	FT	M	12" WIDE	HAND TRIM SAND TRENCH	0.0000	0.00	0.0300	0.90
15	1.00		M		ROUND PULL BOX	65.0000	65.00	1.0000	1.00
16	1.00		M		CEMENT SLURRY	168.7500	168.75	1.0000	1.00
TITLE	1,200.00		M		4 #10 THHN	0.0000	0.00	0.0000	0.00
70030	1,200.00	FT	M	10	THHN/THWN CU (SOL)	0.4616	553.95	0.0105	12.60
17	1.00		M		INSTALL FIXTURE	0.0000	0.00	8.0000	8.00
Phase Totals:							852.42		26.49
Job Totals:							852.42		26.49

Customer Quote For: TAFT ELECTRIC

CED ROYAL INDUSTRIAL SOLUTIONS

Quote: Q1115108 **Revision #:** 001



1807 PALMA DRIVE
 VENTURA CA 93003
Tel: (805)642-0361 **Fax:** (805)654-0569

Contact Name: KARRIE

Job Name: ROSE AVE

Quote Date: 04/04/23
Updated On: 04/04/23
Expires On: 05/04/23

Attn:

Customer PO #: FLAG POLE LIGHT
Customer PO Date:

Ship To: TAFT-(20-2338) ROSE AVE ELEM SCHOOL
 20-2338 ROSE AVE ELEM SCHOOL RECON.
 1694 EASTMAN AVE
 VENTURA, CA 93003

FOB: SHIPPING POINT
Freight: PREPAY AND CHARGE

LN	Product	Qty	Price	Per *	Ext Price
01	ALTERNATE VISTA FIXTURE				
02					
03	VISTA 1185-B-MF-40-B-MV-AX-ND -B34-STR	1	\$950.00	E	\$950.00
04					
05	PLUS FREIGHT				
06	HSGS 1 WEEK				
07	INTERIOR 3 WEEKS				

Merchandise:	\$950.00
Tax:	\$73.63
Total:	\$1,023.63

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

* Per E = Each, C = Hundred, M = Thousand

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-10-2023
Permit Number:	DSA# 03-119284	Change Event No.:	106
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Rick Ostrander - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #106/Contingency Draw Request #073 R1 - Flagpole

Provide labor, materials and equipment to relocate flagpole to proposed location per RFI 376 and install an up light for the flagpole per RFI 275.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A: \$	
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Taft Electric	\$	7,004.00	
Premierwest Landscaping	\$	(409.00)	
Huitt Zollar (Survey)	\$	1,200.00	
		Subtotal B: \$	7,795.00
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D: \$	-
E. Bond at 1%	\$	-	
		Subtotal E: \$	-
Grand Total = (A + B + C + D + E)		\$	7,795.00

Electrical conduit is already provided at the tree well

Why does this require a survey?
The planter remains, we are just deleting the tree.

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

 Print Name & Title (General Contractor)

Rafael Alamillo 2023-08-10

 Signature Date



CHANGE ORDER REQUEST

COR #020 CE #103 RFI #275 Flag Pole light

To: Raphael Alamillo Project Manager
Balfour Betty
300 E. Esplanade Drive #1120
Oxnard, CA 93036

From: Tim Harris Project Manager
Phone: (805) 320-1623
Email: tharris@taftelectric.com

Phone: (805) 206-8614
Email: RALamillo@balfourbettyus.com
CC:

Date Issued: 8/8/23

Requested Amount:	\$	\$7,004
--------------------------	-----------	----------------

The change in scope for the amount requested above is as follows:

COR #018

SCOPE: Per RFI #275 CE# 020 added Flag pole light REV 1

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

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EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Submitted By:

Approved By:

 Tim Harris
 Project Manager
 Taft Electric Company
 Date

 Raphael Allamillo
 Project Manager
 Balfour Betty Corporation
 Date

Job ID: 20-2338 ROSE AVE
Project: Rose Ave COR's



Takeoff

Vendor: COST

Labor Level: LABOR 3

8 Aug 2023 17:37:49

Region: COR-020 FLAG POLE LIGHT

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	200.00		M	1	SCH 40 DIRECT-BURIED 1-DUCT	0.0000	0.00	0.0000	0.00
10075	30.00	FT	M	1	PVC SCH 40 10' LAID IN TRENCH LBR.	1.6481	49.44	0.0575	1.73
40030	8.00	OZ	M	OUNCE	PVC (GLUE) CEMENT	0.9818	7.85	0.0162	0.13
390285	210.00	FT	M	3"	RED TRENCH CAUTION TAPE	0.0354	7.43	0.0054	1.13
390083	30.00	FT	M	12" WIDE	HAND TRIM SAND TRENCH	0.0000	0.00	0.0300	0.90
15	1.00		M		ROUND PULL BOX	65.0000	65.00	1.0000	1.00
16	1.00		M		CEMENT SLURRY	168.7500	168.75	1.0000	1.00
TITLE	1,200.00		M		4 #10 THHN	0.0000	0.00	0.0000	0.00
70030	1,200.00	FT	M	10	THHN/THWN CU (SOL)	0.4616	553.95	0.0105	12.60
17	1.00		M		INSTALL FIXTURE	0.0000	0.00	8.0000	8.00
Phase Totals:							852.42		26.49
Job Totals:							852.42		26.49

Quotation



Arroyo Grande CA #313
 200 Traffic Way # C
 Arroyo Grande, CA 93420-3335
 W: (805)481-7855

Bill To:

PremierWest Landscape (#1219998)
 406 S Lemon Ave Ste 1
 Walnut, CA 91789-2953
 W: (909)444-9000

Ship To:

PremierWest Landscape (#1219998)
 406 S Lemon Ave Ste 1
 Walnut, CA 91789-2953
 W: (909)444-9000

Created	Quote#	Due Date	Expected Award Date	Expiration Date
07/13/2021	5231390	07/13/2021	07/13/2021	08/13/2021

Printed	Job Name	Job Description	Job Start Date
07/13/2021 15:28:19	ROSE AVENUE RECONSTRUCTION	OXNARD - PREMIER WEST	07/13/2021

Line #	Item#	Item Desc	Qty	Unit Price	Extended Price
1	RWSB1401	Rain Bird Root Watering System 36 in. with 0.25 gpm Bubbler and 4 in. Round Grate	2 8	27.722	221.78 55.44
2	RWSSOCK	Rain Bird Root Watering System Sand Sock	2 8	2.779	22.23 5.56
3	BVC3X12	Tree Stake Lodge Pole Treated 3 in. x 3 in. x 12 ft.	2 8	12.518	100.14 25.04
4	EZ-32B	EZ-Band Tree Tie Self-Locking Black 32 in.	4 16	0.466	7.46 1.86
5	4PVC200BE	PVC Pipe 4 in. x 20 ft. SDR-21 (CL 200) Bell End (Sold per ft.)	10 20	3.734	74.68 37.34

Total Price: \$ 426.29
\$125.24

Role	Contact
Customer Contact	Charlotte Wu

SiteOne Landscape Supply is not responsible for the accuracy of the items contained in this quotation. Please review carefully. Please add appropriate sales tax. Prices on this quote are good for 30 days after the entered bid date.
 Local tax may differ based on locations and local codes.

Rose Avenue ES Reconstruction

PROJECT ADDRESS: 220 S. DRISKILL ST., OXNARD, CA 93030

Name	Qty	Units	Cost Each	Price Total
24" BOX PYRUS CALLERYANA 'CAPITAL'/ CAPILTA CALLERY PEAR	4	EA	\$ 125.00 +8% freight Everde Growers Brad Sanders	500



Subtotal	\$	500.00
Freight	\$	40.00
Total	\$	540.00

Balfour Beatty Construction, LLC
 13520 Evening Creek Drive North, Suite 270
 San Diego, California 92128
 Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
 220 South Driskill Street
 Oxnard, California 93030

Relocation of Flag Pole

TO:	Ruben Ruiz (IBI Group) Linda Iversen (IBI Group)	FROM:	Ivan Hurtado Vazquez (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	06/05/2023	STATUS:	Open
LOCATION:	EXTERIOR	DUE DATE:	06/12/2023
PROJECT STAGE:	3. Construction	COST CODE:	
SUB JOB:	001 Construction	SCHEDULE IMPACT:	No
COST IMPACT:	No	SPEC SECTION:	10 75 00 - Flagpole
DRAWING NUMBER:	ASI 005	REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Ivan Hurtado Vazquez (Balfour Beatty) at 03:21 PM on 06/05/2023

Per RFI meeting on 6/5/23, IBI suggested relocating the flag pole directly where one of the 4 planned Trees was called out to be deleted per ASI 005. Thus allowing the existing conduit to power Flagpole. Please confirm if the proposed flag pole relocation is acceptable.

Attachments:

[Relocation of Flag Pole.pdf](#)

Awaiting an Official Response

All Replies:

Relocating the Flag pole to the propose location is acceptable.
 As point of clarification, ASI 005 has been voided. Delete (1) tree at proposed light post location. All other trees to remain.

Ruben R
 Arcadis-IBI
 06/05/2023

BY _____

DATE _____

COPIES TO _____



IBI GROUP
 1001 Wilshire Blvd., Suite 100-3100
 Los Angeles, CA 90017

www.IBIGroup.com

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

PROJECT:	Rose Avenue K-5 School	ASI NO.:	05
OWNER: (name address)	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	DATE:	
Construction Management	Caldwell Flores Winters, Inc. 815 Colorado Blvd. Suite 201 Los Angeles, CA 90042	ARCHITECT:	IBI Group 1001 Wilshire Blvd., Suite 100-3100 Los Angeles, CA 90017
CONTRACTOR: (name address)	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CCA 93036	PROJECT NO.:	109990
		DSA FILE NO.:	56-22
		APPLICATION NO.:	03-119284

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

Description:

Ref Value Engineer Option #12:

Delete four (4) Trees, per attached **ASI 005 A01** and the following associated items:

- Landscape Tree Bubblers
- Associated tree staking and deep root planters
- Electrical Up-lights and associated Infrastructure

Attachments: ASI 005 A01

Draft Print

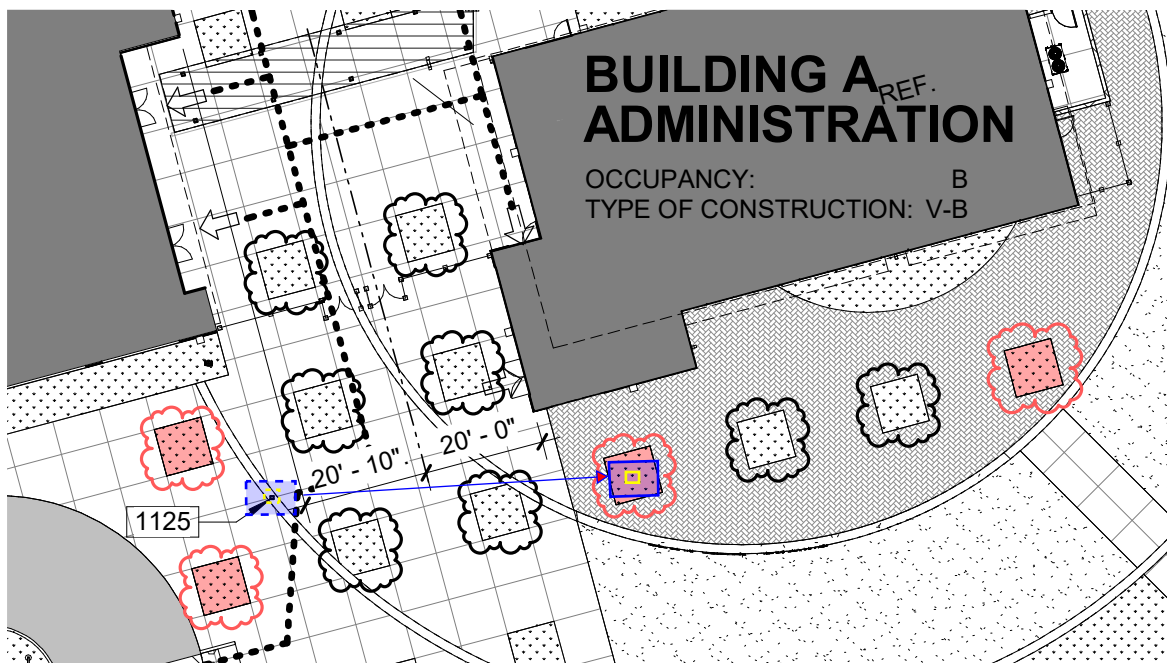
01-21-2022 11:16:33 AM

ISSUED:
IBI GROUP, A CALIFORNIA PARTNERSHIP

ACCEPTED:

By: _____ Date: _____

By: _____ Date: _____



1 OVERALL SITE PLAN
1/32" = 1'-0"



Balfour Beatty Construction, LLC
 13520 Evening Creek Drive North, Suite 270
 San Diego, California 92128
 Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
 220 South Driskill Street
 Oxnard, California 93030

Flag Pole Light

TO:	Ruben Ruiz (IBI Group)	FROM:	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	01/31/2023	STATUS:	Open
LOCATION:	EXTERIOR	DUE DATE:	02/08/2023
PROJECT STAGE:	3. Construction	COST CODE:	
SUB JOB:	001 Construction	SCHEDULE IMPACT:	Yes (Unknown)
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	26 50 00 - Lighting
DRAWING NUMBER:	E1001	REFERENCE:	Taft RFI #44
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 02:59 PM on 01/31/2023

Electrical site lighting drawing does not show a light for flag pole. Please clarify if the flag pole is to have a light. If a light is wanted, please specify type of light and circuit.

Awaiting an Official Response

All Replies:

Per District request, please provide light at flag pole.
 See attached Light Spec Sheet "LTV8SS".
 Feed it from circuit H200-12 via LCP.

Ruben R.
 IBI Group
 02/13/2023

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY _____ DATE _____ COPIES TO _____

LTV8SS

LIGHTVAULT® 8 STAINLESS STEEL

FEATURES

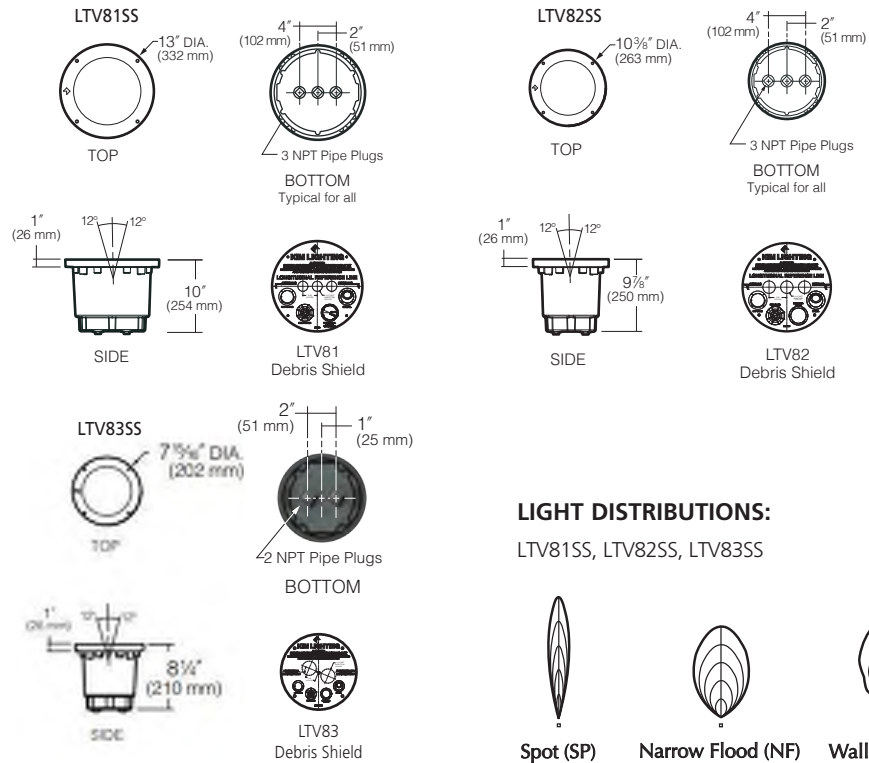
- Sealed IP68 LED light engine
- Bluetooth connectivity for remote control aiming and dimming
- Free Mobile App for Android and iOS
- Easy to install and pair devices
- Advanced thermal management provides long life in excess of 100,000+ hours
- Runs cool to the touch - less than 40°C

CERTIFICATIONS



SPECIFICATIONS

Pour Box rough-in housing ships separately and as a quick-ship if requested.



LIGHT DISTRIBUTIONS:

LTV81SS, LTV82SS, LTV83SS



ORDERING CODE

LTV8xFF						
Fixture Size	Distribution*	Source	Electrical Module		Lens Options ¹	Rebar Cage Anchor
LTV81SS	13" Dia.	SP, NF, WW	36L	36 LEDs	SR Slip-Resistant Lens	RCA81 for LTV81
LTV82SS	10-3/8" Dia.	SP, NF, WW	18L	18 LEDs	PL Prismatic Lens	RCA82 for LTV82
LTV83SS	7-15/16" Dia.	SP, NF, WW	12L	12 LEDs		RCA83 for LTV83
			Color Temperature			
			3K 3000K			
			4K 4000K			
			5K 5000K			
			Voltages			
			UV 120-277V			

* SP = Spot, NF = Narrow Flood, WW = Wall Wash

¹ All lens options are integral parts of component module and must be installed at factory.

LTV8SS

LIGHTVAULT® 8 STAINLESS STEEL

LTV81SS

Optical Module	Source	Color Temperature	Absolute Lumens	Center Beam Candle Power*	Voltage	Total System Watts	Max. Amps	Beam Angle (50%) H x V	Field Angle (10%) H x V	NEMA Type		
SP	36L	3K	3529	42861	UV	42W	.350 for 120V .202 for 208V .175 for 240V .152 for 277V	12.9 x 12.9	26.4 x 26.4	2H x 2V		
		4K	3617	45492								
		5K	3658	46015								
NF		3K	2911	3248				44W	.367 for 120V .212 for 208V .183 for 240V .159 for 277V	46 x 54.6	79.9 x 83.8	5H x 5V
		4K	2985	3310								
		5K	3020	3379								
WW		3K	3739	6083		44W	.367 for 120V .212 for 208V .183 for 240V .159 for 277V	53.1 x 28.2	102.5 x 61.1	6H x 4V		
		4K	3835	6239								
		5K	3878	6309								

LTV82SS

Optical Module	Source	Color Temperature	Absolute Lumens	Center Beam Candle Power*	Voltage	Total System Watts	Max. Amps	Beam Angle (50%) H x V	Field Angle (10%) H x V	NEMA Type		
SP	18L	3K	1809	23634	UV	22W	.183 for 120V .106 for 208V .092 for 240V .079 for 277V	13 x 13	26.5 x 26.5	2H x 2V		
		4K	1857	23065								
		5K	1875	25186								
NF		3K	1558	1889				19W	.158 for 120V .091 for 208V .079 for 240V .069 for 277V	44.1 x 53	77.5 x 82	5H x 5V
		4K	1597	1911								
		5K	1617	1934								
WW		3K	1637	3528		19W	.158 for 120V .091 for 208V .079 for 240V .069 for 277V	58.9 x 21.3	93.3 x 53.9	5H x 4V		
		4K	1679	3616								
		5K	1698	3659								

LTV83SS

Optical Module	Source	Color Temperature	Absolute Lumens	Center Beam Candle Power*	Voltage	Total System Watts	Max. Amps	Beam Angle (50%) H x V	Field Angle (10%) H x V	NEMA Type		
SP	12L	3K	1151	14996	UV	14W	.117 for 120V .067 for 208V .058 for 240V .051 for 277V	12.7 x 12.7	26.3 x 26.3	2H x 2V		
		4K	1180	15382								
		5K	1195	15564								
NF		3K	988	1204				14W	.117 for 120V .067 for 208V .058 for 240V .051 for 277V	50.3 x 50.3	81.2 x 81.2	5H x 5V
		4K	1013	1235								
		5K	1025	1250								
WW		3K	1222	2611				14W	.117 for 120V .067 for 208V .058 for 240V .051 for 277V	52.3 x 20.8	93 x 53.6	5H x 4V
		4K	1253	2679								
		5K	1258	2709								

KEY: SS = Flat Frame, SP = Spot, NF = Narrow Flood, WW = Wall Wash (PicoPrism™), 36L = 36 LEDs, 18L = 18 LEDs, 12L = 12 LEDs, 3K = 2800K to 3175K, 4K = 3800K to 4600K, 5K = 4600K to 5600K, UV = Universal Voltage shall range from 120V-277V with a ±10% tolerance.

* The SP and NF are based on Candela exiting unit straight up. The WW is for highest candela angle.

Spectroradiometric

	3K	4K	5K
Correlated Color Temp. CCT (K)	2800K to 3175K	3800K to 4600K	4600K to 5600K
Color Rendering Index (CRI)	≥72	≥72	≥72
Power Factor	>.90	>.90	>.90

L70 Data

	Calculated	Reported*
350 mA	100,000	60,000

*Based on test duration.

LTV8SS

LIGHTVAULT® 8 STAINLESS STEEL

SPECIFICATIONS**Housing:**

- Pour Box rough-in housing for installation below grade.
- High temperature UV resistant thermal plastic, F" minimum wall, black.
- Includes a splice box with molded plastic splice cover and silicone gasket.
- Three 1" NPT in bottom for through wiring on LTV81 and LTV82.
- Two 1" NPT in bottom for through wiring on LTV83. 107 cu. in. splice area for LTV81.
- 52 cu. in. splice area for LTV82. 24 cu. in. splice area for LTV83.
- Supplied with protective aluminum debris shield mask with orientation label for proper installation alignment for clean and easy installation in concrete pad or soil. Ships separately and as a quick-ship if requested.

Component Module:

- One-piece impregnated cast bronze, fully sealed component module secured to the face trims from the underside.
- A high temperature, anti-siphon, IP67 sealed cable extends from the component module to the splice box inside the housing.
- The fully assembled component module is secured to the housing with (4) ¼-20 tamper-resistant high grade stainless steel fasteners.

Face Trim:

- 1/16" 304 stainless steel plate with M33 brushed finish shall cover the cast bronze Lens Frame and provide a flat surface.

Optical Modules:

- Spot (SP), Narrow Flood (NF), and Wall Wash (WW) optical modules are adjustable up to 15° utilizing a Bluetooth enabled motor assembly.

Bluetooth:

- Integral Bluetooth module used to adjust optics and dim fixture to desired setting when paired with KIM LTV8 Remote App via cellular/tablet device.
- Fully qualified Bluetooth 1.1, 1.2, 2.0, 2.1. Bluetooth v2.0+EDR compatible with Android devices running Android Gingerbread API level 9 forward. Bluetooth 4.0 LE compatible with iOS devices - iPhone 4S and later, 5th generation iPod touch, the iPad Mini and the 3rd generation and later of the full size iPad with iOS 5 or later.
- Bluetooth Apps are available for Apple iOS and Google Android mobile devices and are downloadable via the internet at Apple App Store or Google Play.

Lens:

- Clear 5/16" thick tempered glass lens and silicone gasket is retained securely within the component module.

Options:

- Slip Resistant Lens (SR), Prismatic Lens (PL), Rebar Cage Anchor (RCA8x).

Electrical Equipment:

- All electronic components are UL and CSA recognized and mounted directly to the component module for maximum heat dissipation and modularity. Driver is IP67 with -30°C minimum temperature rating.

Drive-Over Durability:

- When installed in concrete, fixture will withstand drive-over by vehicles weighing up to 4,500 lbs.

Certification:

- (UL1598, UL8750). 25°C ambient operation.
- SASO Certified for LTV82/83.
- IEC 66262 Mechanical Impact Code IK09.
- CISPR 15 Compliant, per product standard EN 55015:2013.

Warranty:

- Opening of Component Module on site will void warranty.



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Balfour Beatty Construction, LLC
 13520 Evening Creek Drive North, Suite 270
 San Diego, California 92128
 Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
 220 South Driskill Street
 Oxnard, California 93030

Flag Pole Light

TO:	Ruben Ruiz (IBI Group)	FROM:	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	03/23/2023	STATUS:	Open
LOCATION:		DUE DATE:	03/30/2023
PROJECT STAGE:	3. Construction	COST CODE:	
SUB JOB:	001 Construction	SCHEDULE IMPACT:	Yes (Unknown)
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	26 05 00 - Common Work Results for Electrical
DRAWING NUMBER:		REFERENCE:	Taft RFI #52
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 11:32 AM on 03/23/2023

The specified added Flag pole light has a long lead time and more expensive. See below and attached for the fixture differences in price and lead times. Please direct us on how you want to proceed.

The specified fixture;

Kim Lighting # LTV-82SS-NF-18L-4K-UV-SR \$1,509.25 Ea
 PLUS FREIGHT
12-14 WEEK LEAD TIME

Or an alternate/equal;

Vista #1185-B-MF-40-B-MV-AX-ND-B34-STR \$950.00EA
 PLUS FREIGHT
Housings can ship in 1 week or less and the interior in 3 weeks

Attached is a cut sheet

Awaiting an Official Response

All Replies:

The alternative fixture is acceptable.
Bahram Roshanian
4/3/2023

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY _____ DATE _____ COPIES TO _____

Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 096 R3
Date: 3-25-2024

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #189 / CDR 096 R3 - RFI 121 Bldg C - CU-304 Piping	
Provide labor, equipment and materials to provide expansion loop at the building separation for the typical three lines from the condensing units per RFI 121.	\$ 7,631.58

See receipt for "General Material" on next page

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

By: Rafael Flamilla By: [Signature] By: _____

Date: 2024-03-25 Date: 04/01/2024 Date: _____

OWNER - Oxnard School District By: _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	3-25-2024
Permit Number:	DSA# 03-119284	Change Event No.:	189
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #189 / CDR 096 R3 - RFI 121 Bldg C - CU-304 Piping Provide labor, equipment and materials to provide expansion loop at the building separation for the typical three lines from the condensing units per RFI 121.			
A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)		\$	-
		Subtotal A: \$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Smith MEP	\$	7,631.58	
		Subtotal B: \$	7,631.58
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit*			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D: \$	-
E. Bond at 1.5%	\$	-	0%
		Subtotal E: \$	-
Grand Total = (A + B + C + D + E)		\$	7,631.58

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2024-03-25
Print Name & Title (General Contractor)	Signature	Date



262 W. Alameda Ave.
 Burbank, CA 91502
 818-845-2477
 www.smardan.com

Quotation

**SANTA BARBARA - GARDENA - FOUNTAIN VALLEY
 SOUTH EL MONTE - BURBANK - SAN LUIS OBISPO**

QUOTE DATE	QUOTE NUMBER
07/05/22	S3840830
ORDER TO:	PAGE NO.
SMARDAN SUPPLY - BURBANK 262 W. ALAMEDA AVE. BURBANK CA 91502 818-845-2477 Fax 818-955-8248	1

QUOTE TO:
 SMITH MECHANICAL-ELECTRIC-PLUMB
 1340 W. BETTERAVIA RD.
 SANTA MARIA, CA 93455

SHIP TO:
 SMITH MECHANICAL-ELECTRIC-PLUM
 1340 W. BETTERAVIA RD.
 SANTA MARIA, CA 93455

CUSTOMER NUMBER	OUR CUSTOMER P/O NUMBER	RELEASE # / JOB NAME	SALESPERSON	
3540	60040689	60040689	S.L.O. HOUSE	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
DAN SWINNEY (5)	OUR TRUCK	2% 10th Net 30th	07/05/22	No
ORDER QTY	DESCRIPTION	Net Price	Ext Price	
1ea	METRAFLEX MLVRF80100 1" METRALOOP ** SPECIAL ORDER - NO RETURNS **	788.377	788.38	
1ea	METRAFLEX MLVRF80075 3/4" METRALOOP ** SPECIAL ORDER - NO RETURNS **	699.800	699.80	
5ea	METRAFLEX MLVRF80050 1/2" METRALOOP ** SPECIAL ORDER - NO RETURNS ** ***** CLEANED AND BAGGED BY OTHERS THEY ARE CHECKING LEAD TIMES	591.895	2959.48	

*** Due to current market conditions, prices on this quotation expire at the end of
 *** the current business day. Please contact your sales rep for further information.
 *** This quotation does not include freight charges if applicable.
 Any sales tax indicated is based on shipping to your regular billing zip code.
 Shipping to an alternate address may alter the tax amount.

Subtotal	4447.66
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	4447.66

Contingency
Draw
Request (CDR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Contingency Request #: ~~096 R1~~ ^{R2}
 Date: 2-13-2024

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

Revise & Resubmit
 - Provide receipts for "General Material".
 Break down cost to Material Cost, O&P, etc...

The Contract is changed as follows:

Ref. Cost Event #189 / CDR 096 R1 - RFI 121 Bldg C - CU-304 Piping Provide labor, equipment and materials to provide expansion loop at the building separation for the typical three lines from the condensing units per RFI 121.	\$ 7,631.58
--	------------------------

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Namills</u>	By: _____	By: _____
Date: <u>2024-02-13</u>	Date: _____	Date: _____

OWNER - Oxnard School District By: _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	2-13-2024
Permit Number:	DSA# 03-119284	Change Event No.:	189
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #189 / CDR 096 R1 - RFI 121 Bldg C - CU-304 Piping Provide labor, equipment and materials to provide expansion loop at the building separation for the typical three lines from the condensing units per RFI 121.			
A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)		\$	-
		Subtotal A: \$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Smith MEP	\$	7,631.58	
		Subtotal B: \$	7,631.58
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit*			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D: \$	-
E. Bond at 1.5%	\$	-	0%
		Subtotal E: \$	-
Grand Total = (A + B + C + D + E)		\$	7,631.58

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2024-02-13
Print Name & Title (General Contractor)	Signature	Date

Extra Work Proposal Labor and Material Breakdown



Job # : 60040689

Date : 2/13/2024

Job Name : Rose Ave ES

Extra Work Proposal # : 51

Description of work:

Please see attached.

Pricing Breakdown:

Plumbing-Field		\$	6,196.21
Sales Tax	9.25%	\$	309.83
Warranty Reserve (Direct Cost + Subs)	2.00%	\$	130.12
TOTAL COST			\$ 6,636.16
+ Overhead	15%	\$	995.42
Total Extra Work Proposal Price			\$ 7,631.58

Time extension required because of labor added by this change is 3.0 workdays

This proposal includes 24 straight time field hours, - overtime field hours,
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: X Waiting for authorization: _____

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda**

 Project Manager

Date: 2/13/2024

Approved by: _____
 Signature

Date: _____

PLUMBING - FIELD INSTALL		HRS (ST)	HRS(OT)	HRS(DT)	HRS(SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$ / OTHER \$	TOTAL \$
Material Handling	7.5%	1.0				\$ 123.77	\$ 123.77	\$ -	\$ 123.77
Additional Scope - Layout		1.0				\$ 123.77	\$ 123.77	\$ -	\$ 123.77
Additional Scope - Inserts/Sleeves		2.0				\$ 123.77	\$ 247.54	\$ -	\$ 247.54
Added Pipe - Cold Water Piping		8.0				\$ 123.77	\$ 990.16	\$ -	\$ 990.16
Added Pipe - Hot Water Piping		8.0				\$ 123.77	\$ 990.16	\$ -	\$ 990.16
General Material						\$ -	\$ -	\$ 3,300.00	\$ 3,300.00
Field Consumables	2%							\$ 49.50	\$ 49.50
Non-Productive Field General Foreperson Time	10%	3.0	0.0	0.0	0.0	\$ 123.77	\$ 371.31	\$ -	\$ 371.31
Plumbing Field Totals:		24.0	0.0	0.0	0.0		\$ 2,846.71	\$ 3,349.50	\$ 6,196.21

Provide receipts
 Break Down amount to Material Cost, O&H, etc...

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	2-13-2024
Permit Number:	DSA# 03-119284	Change Event No.:	205
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #205 / CDR 107 R3 - RFI 068 Inline Exhaust Change

Provide labor, equipment and materials for the following:

- Cost difference of equipment only to change unit from Upblast to Inline Labor and associated material are included in base scope and have no added cost (EF-101, EF-102)a
- Added ductwork, seismic supports, and penetration for added roof hood and associated added gravity ventilator (EF-319, EF-324, EF-332, EF-338, EF-345, EF-359, EF-364, EF-410, EF-412)
- Added gravity ventilator and associated miscellaneous material (GEIV-101, GEIV-102, GV-109, GEIV-110)

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
		Subtotal A: \$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Smith MEP	\$	10,598.16	
		Subtotal B: \$	10,598.16
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D: \$	-
E. Bond at 1.5%	\$	-	0.0%
		Subtotal E: \$	-
Grand Total = (A + B + C + D + E)		\$	10,598.16

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)

Signature

2024-02-13

Date

Response to CDR 107 R2 CE 205

02/13/2024

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-14-2023
Permit Number:	DSA# 03-119284	Change Event No.:	205
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #205 / CDR 107 R2 - RFI 068 Inline Exhaust Change Provide labor, equipment and materials for the following: - Cost difference of equipment only to change unit from Upblast to Inline Labor and associated material are included in base scope and have no added cost (EF-101, EF-102)a - Added ductwork, seismic supports, and penetration for added roof hood and associated added gravity ventilator (EF-319, EF-324, EF-332, EF-338, EF-345, EF-359, EF-364, EF-410, EF-412) - Added gravity ventilator and associated miscellaneous material (GEIV-101, GEIV-102, GV-109, GEIV-110)			
A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)	\$	-	
		Subtotal A: \$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Smith MEP	\$	10,598.16	
		Subtotal B: \$	10,598.16
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit*			
Overhead & Profit 5% of Subtotal A			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D: \$	-
E. Bond at 1.5%	\$	-	
		0.0%	
		Subtotal E: \$	-
Grand Total = (A + B + C + D + E)		\$	10,598.16

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)



Signature

2023-12-14

Date

**Extra Work Proposal
Labor and Material Breakdown**



Job # : 60040689

Date : 12/13/2023

Job Name : Rose Ave ES

Extra Work Proposal # : 12.3

Description of work: RFI Resp. 068 Eq Sch Update

Please see attached.

Pricing Breakdown:

Sheet Metal-Shop		\$	509.93
Sheet Metal-Field		\$	8,188.43
Sales Tax	9.25%	\$	297.62
Warranty Reserve (Direct Cost + Subs)	2.00%	\$	179.92
TOTAL COST		\$	9,175.90
+ Overhead	10%	\$	917.59
+ Fee	5%	\$	504.67
Total Extra Work Proposal Price		\$	10,598.16

Time extension required because of labor added by this change is 5.0 workdays

This proposal includes 40 straight time field hours, - overtime field hours,
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: X Waiting for authorization: _____

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: Joel Cerda
 Project Manager

Date: 12/13/2023

Approved by: _____
 Signature

Date: _____

See my below response to comments in magenta text, including on page 7.

Hooshnang Mozaffari, RA

October 26, 2023

Responses to MEOR Comments:

There should not be any charge for building B where the roof fan moved 2 feet or so for coordination.

Please refer to Document D on CO, there is no such scope and/or charge referenced. This is not part of our CO request. OK.

For building C, it was decided not to have any fans on the roof since there was no roof access and we changed 13 fans from roof to inline ceiling fans.

All the information and back-up is included as part of the request. The project management time included in this CO is not for the scope of work but rather the time spent reiterating the same information multiple times because it is not being thoroughly reviewed.

Remove this cost

Removed-
12/12- DM

Building A

Changes

Please refer to Document H on CO, the fans were never changed and always shown as inline fans.
 Re-looked at this and concur. Only EF-101 and EF-102 in building A changed from roof to in-line type.
 Also 2 roof gravity vents GEIV-109 and -110 were added in building A.

The fans and any ductwork should be a wash since fans should be the same (roof fans actually cost a little more).

Please refer to Document F and Document G of the CO, the only fans that changed from rooftop to inline are EF-101 and EF-102 and a credit was given for the cost of deleting the rooftop fans and replacing them with inline. It is not a wash because the inline fans still require additional hangers, supports, and connectors which have additional material and labor associated.

Re-looked at this and concur. Only EF-101 and EF-102 in building A changed from roof to in-line type.
 Also 2 roof gravity vents GEIV-109 and -110 were added in building A.

NEW COMMENT Smith MEP 12/13/2023 - Changing EF's from roof top to In-line incurs added cost.

EF-101 & EF-102 ORIGINAL MECHANICAL SCHEDULE

EF 101	COOK 1025Q13D	ADMINISTRATION	MEN'S RESTROOM WOMEN'S RESTROOM	ROOF	UPBLAST CENTRIFUGAL	300	0.6	1550	1	DIRECT	1/8	115	1	48	SEE DETAIL 2 ON M4102	PROVIDE ROOF CURB AND BACKDRAFT DAMPER, INTERLOCKED WITH LIGHT SWITCH
EF 102	COOK 709150L	ADMINISTRATION	NURSE RESTROOM	ROOF	UPBLAST CENTRIFUGAL	100	0.13	1120	1	DIRECT	1/8	115	1	44	SEE DETAIL 2 ON M4102	PROVIDE ROOF CURB AND BACKDRAFT DAMPER, INTERLOCKED WITH LIGHT SWITCH

EF-101 & EF-102 REVISED MECHANICAL SCHEDULE

EF 101	COOK 1025Q13D	ADMINISTRATION	MEN'S RESTROOM WOMEN'S RESTROOM	113	INLINE CENTRIFUGAL	300	0.6	1550	1	DIRECT	3/8	115	1	50	SEE DETAIL 1 ON M4102	SEE GRAVITY VENTILATOR SCHEDULE BELOW FOR ROOF HOOD SIZE AND TYPE.
EF 102	COOK 70950N150I	ADMINISTRATION	NURSE RESTROOM	113	INLINE CENTRIFUGAL	100	0.13	1541	1	DIRECT	3/8	115	1	35	SEE DETAIL 1 ON M4102	SEE GRAVITY VENTILATOR SCHEDULE BELOW FOR ROOF HOOD SIZE AND TYPE.

BUILDING A

Description	Equip Scope	Equip Type	Quantity	Equipment		Install Labor Hrs						
				Unit	Total	ST Unit	OT Unit	DT Unit	Shift Unit	Subtotal Units	Total	
BUILDING A												
EF-101 & EF-102 Rooftop	HVAC	Fans	1	(\$2,550.00)	(\$2,550.00)	-2					-2.0	-2.0
EF-101 & EF-102 Inline	HVAC	Fans	1	\$2,365.00	\$2,365.00	4.0					4.0	4.0
GEIV-109 & GEIV-110 & Curbs	HVAC	Fans	2	\$250.00	\$500.00	4.0					4.0	4.0
Access Panels 24x24	HVAC	Access Panels	2	\$124.11	\$248.22	4.0					4.0	4.0
Inline Fan Hangers (NEW)	HVAC	Duct Hangers	2	\$61.39	\$122.78	3.0					3.0	3.0
Vibration Isolation	HVAC	Iso	2	\$149.69	\$299.38	2.0					2.0	2.0
Duct Square to rounds	HVAC	Duct	4	\$55.00	\$220.00	2.0					2.0	2.0
Inline Fan Flex Connectors	HVAC	Ductwork	4	\$50.00	\$200.00	2.0					2.0	2.0
	Totals		18		\$1,405.38					LABOR		19.0

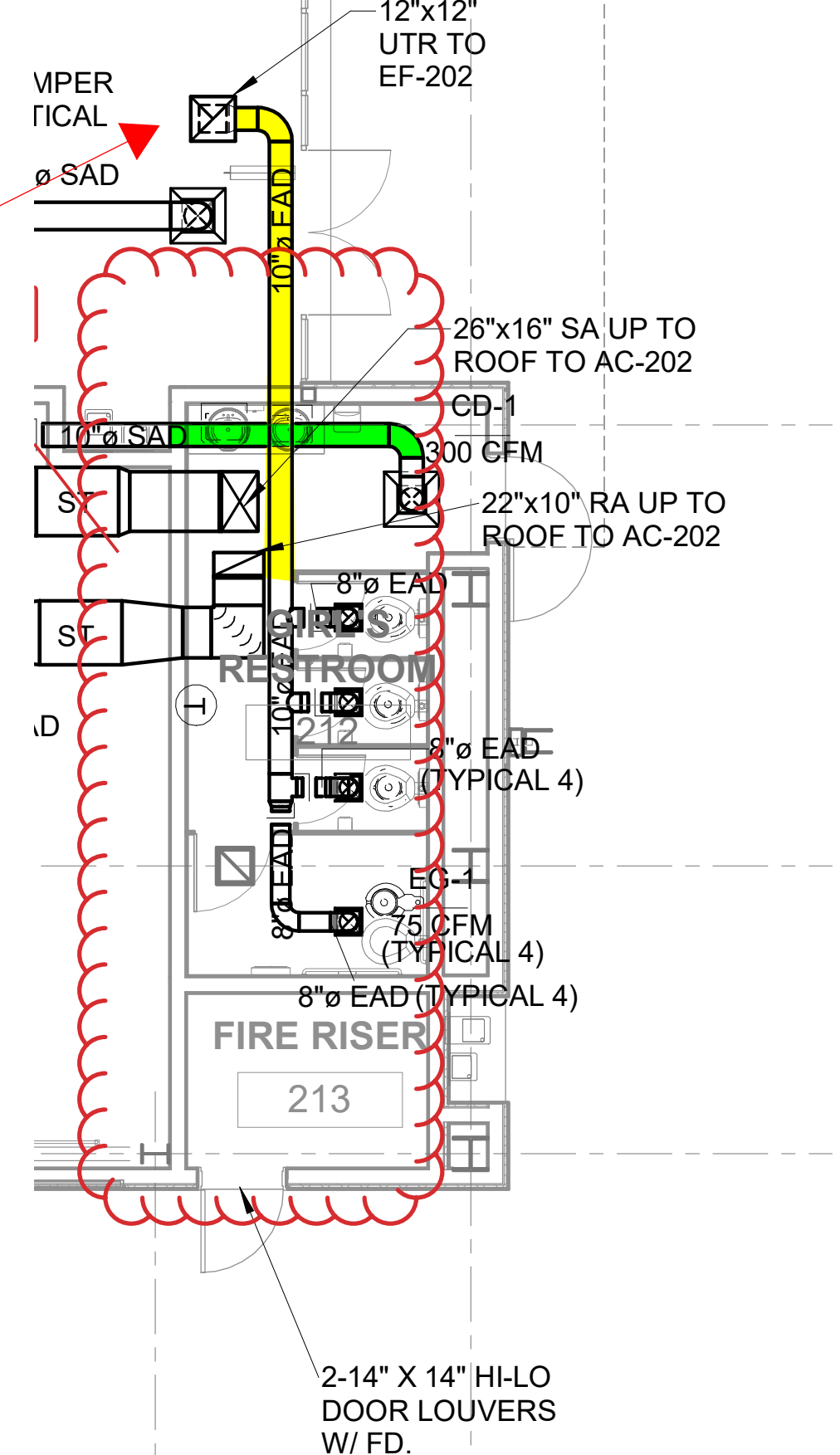
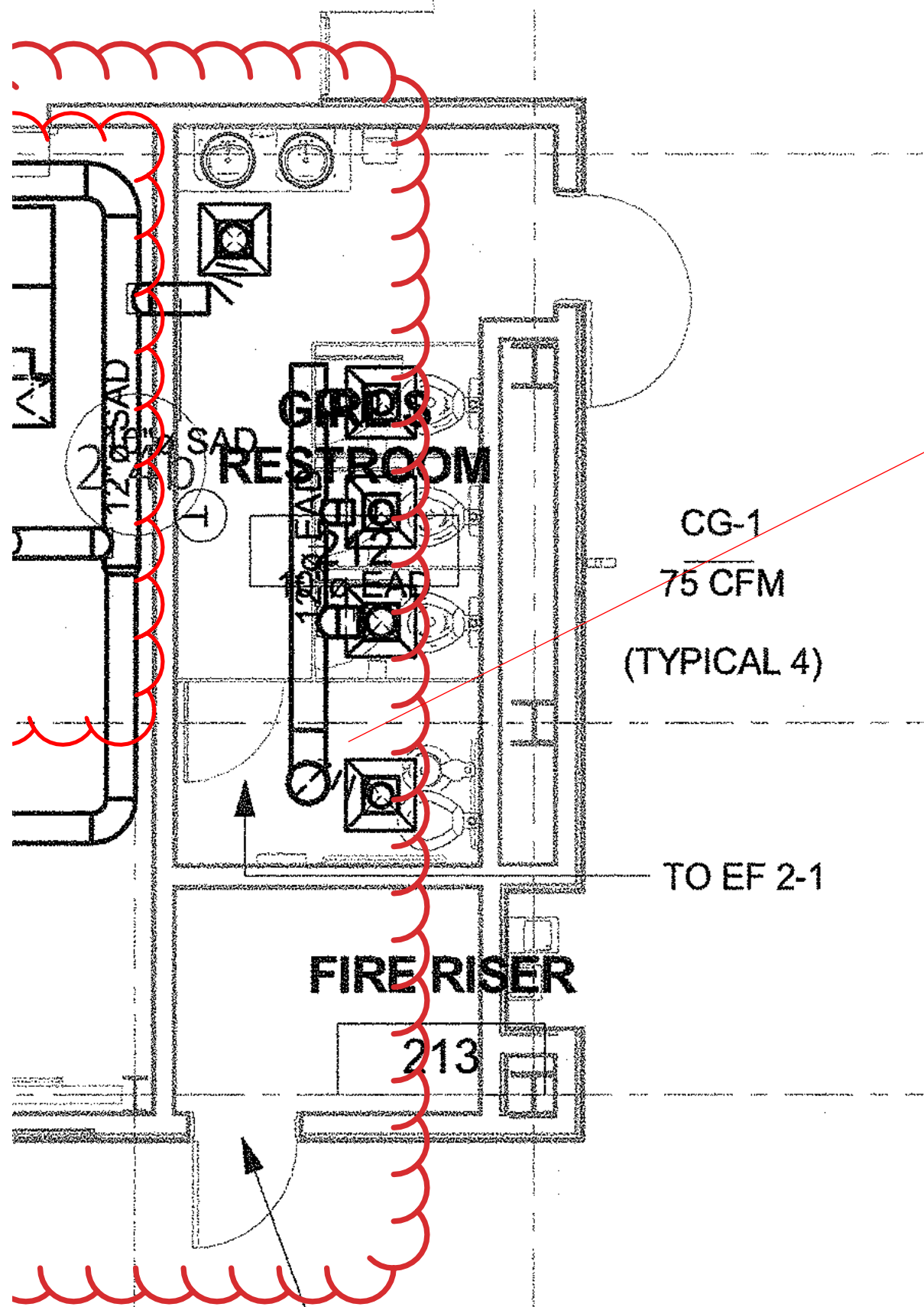
Building B

Changes

EF-2-1

BUILDING B

EF-202



EF-2-1
was relabeled to EF-202

ADDED DUCTWORK
HIGHLIGHTED WAS REQUIRED.
NO COST INCLUDED.

Building C

Changes

Contingency

Draw

Request (CDR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Contingency Request #: 121 R3
 Date: 4-1-2024

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 234 - CDR 121 R3 - ASI 18 Added Reglet Provide labor, material and equipment for the painting of added reglet/flashing between exterior face of building and stair stringer per ASI 18.	\$ 2,734.00
--	-------------

Receipt for materials on page 4

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
 Balfour Beatty

ARCHITECT
 IBI Group

PROGRAM MANAGER
 CFW Group, Inc.

By: Rafael Flamills By: [Signature] By: _____
 Date: 2024-04-01 Date: 04/03/2024 Date: _____

OWNER - Oxnard School District By: _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	4-1-2024
Permit Number:	DSA# 03-119284	Change Event No.:	234
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 234 - CDR 121 R3 - ASI 18 Added Reglet

Provide labor, material and equipment for the painting of added reglet/flashing between exterior face of building and stair stringer per ASI 18.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A: \$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
CAM Painting			
ASI 18 Added Reglet	\$	2,734.10	
		Subtotal B: \$	2,734.10
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D:	
E. Bond at 1.5%			
		Subtotal E:	
Grand Total = (A + B + C + D + E)		\$	2,734.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2024-04-01
Print Name & Title (General Contractor)	Signature	Date



CAM Painting, Inc.

License: 710805
DIR: 1000000989

09/20/2023

Subject: Change Order
Project: Rose Ave ES Reconstruction.
Bid Package: Painting
Owner: Oxnard School District
Submitted To: Balfour Beauty

Description of Work:

	Hourly Rate	Hours	Total	
Perform painting work per ASI-18	\$ 77.52	24	\$ 1,860.48	
			\$ 1,860.48	Total Labor
Out of Town Expenses \$100 per day 1 employee 3 days			\$ 300.00	Out of town labor expenses
Material			\$ 300.00	

A) Total Labor + Materials = 2,460.48

B) Bonds 1% = \$24.60

C = A+B = \$2,485.08

D = C*10% = \$248.50

F = D+C = \$2,734.10

Grand Total: **\$2,734.10**

Your Order is Ready

From: noreply-de-receipt@dunnedwards.com

To: camplating@sbcglobal.net

Date: Thursday, October 5, 2023 at 11:38 PM PST

Thank You for shopping at Dunn-Edwards. Your tintable items have been completed.

Dunn-Edwards Paints
 Oxnard Store
 685 E Ventura Blvd
 (805) 981-2990
 ** COD **
 CAM PAINTING INC
 ROSE ES
 Acct#: 124
 Color-Ark#: 02961939301922
 Mobile Order
 DE#: 4000079077
 Delivery Date 10/06/2023

ITEM	QTY	PRICE
EVSH50-2	3	190.83 T
EVERSHIELD Ext Semi-Gloss		
63.61 each		
[DE] DE 6230 CENTER RIDGE		
BasketID: 4000079077		
PCF-R-L-5	3	4.50 T
PaintCare Fee		
1.80 each		
BasketID: 4000079077		
DE-P0005-48	2	51.79 T
D-E HI CLIG PLASTIC SHEETING 12'X40		
25.89 each		
BasketID: 4000079077		
DE-BLUE15-4	2	27.50 T
D-E BLUE MS TAPE 36MM 4PK		
13.75 each		

Subtotal		\$274.62
Sales Tax		\$25.40

Total		\$300.02

Purchaser: STEFANOS ANASTASIOU
 Notes: Delivery Date: 10/06/2023 DELIVER
 BY 8:00AM. DO NOT TENDER TODAY.
 PO#: BUILDING C NORTH
 Location:029-2-1 Trans#:6194149

```
10/05/2023 11:23 Cashier:Andrew  
*****  
Deliver To:  
220 S DRISKILL ST.  
OXNARD  
CA  
93030  
*****
```

This email message and any accompanying attachment(s) is intended for only the use of the intended recipient(s) and may contain confidential and legally privileged information of the sender. Any unauthorized review, use, disclosure, copying, or distribution is prohibited, and may be unlawful. If you are not the intended recipient(s), please immediately notify the sender by reply or return email, and destroy all copies of the original message and attachments, and delete the original message, attachments, and all copies from your systems. Thank you.

Contingency
Draw
Request (CDR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Contingency Request #: 121 R1
 Date: 3-6-2024

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

Rejected.
 The delay was not caused by ASI 18 nor CCD 13.
 ASI 18 was issued on 03/24/22 and CCD was approved on 10/24/2022.
 The stairs were nowhere near completion to warrant delay.
 No merit to this cost.
 We would be willing to accept only the additional painting for the reglet.

The Contract is changed as follows:

Ref. Cost Event 234 - CDR 121 R1 - Delay of Stair Painting & ASI 18 Added Reglet Provide labor, material and equipment for the following: 1.) Remobilization cost for delayed start of painting due to design changes of stairs per ASI 18 dated 3/24/2022 and approval of CCD 13 dated 10/24/2022. 2.) Painting of added reglet/flashing between exterior face of building and stair stringer per ASI 18.	\$ 8,393.70
---	------------------------

Response for delay of paint provided on next page

- The cost of this work will be drawn from Contractor Contingency:
 The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Namillo</u>	By: _____	By: _____
Date: <u>2024-03-06</u>	Date: _____	Date: _____

OWNER - Oxnard School District By: _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	3-6-2024
Permit Number:	DSA# 03-119284	Change Event No.:	234
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 234 - CDR 121 R1 - Delay of Stair Painting & ASI 18 Added Reglet

Provide labor, material and equipment for the following:

- 1.) Remobilization cost for delayed start of painting due to design changes of stairs per ASI 18 dated 3/24/2022 and approval of CCD 13 dated 10/24/2022.
- 2.) Painting of added reglet/flashing between exterior face of building and stair stringer per ASI 18.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A: \$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
CAM Painting			
Remobilization	\$	5,659.60	
ASI 18 Added Reglet	\$	2,734.10	
		Subtotal B: \$	8,393.70
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D:	
E. Bond at 1.5%			
		Subtotal E:	
Grand Total = (A + B + C + D + E)		\$	8,393.70

No Merit to this cost

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2024-03-06

Print Name & Title (General Contractor)

Signature

Date

- Exterior painting for Bldg C was originally to begin on 2/17/2023.

CN1190	Bldg C - North - Brown Coat & Cure Staircases (2)	5P	7	7	01-Feb-23	09-Feb-23	-39
CN1200	Bldg C - North - Color Coat & Cure Staircases (2)	5P	7	2	10-Feb-23	13-Feb-23	-39
CN1140	Bldg C - North - Form & Pour Stair Pans	5P	4	4	14-Feb-23	17-Feb-23	-20
CN1210	Bldg C - North - Sheet Metal Stair Cases (2)	5P	3	3	14-Feb-23	16-Feb-23	-39
CN1170	Bldg C - North - Staircase Parapet Cap (2)	5P	3	3	17-Feb-23	21-Feb-23	-32
CN1110	Bldg C - North - Exterior Painting	5P	10	10	17-Feb-23	02-Mar-23	-39
Interior							
1st Floor							
CN1300	Bldg C - North - L1 - FS Rough-In Branch Lines	5P	5	2	19-Sep-22 A	04-Nov-22	-42
CN1900	Bldg C - North - L1 - FS Rough-In Main Lines	5P	4	2	19-Sep-22 A	02-Nov-22	-42
CN1470	Bldg C - North - L1 - Framing Layout	5P	3	0	10-Oct-22 A	14-Oct-22 A	

Figure 1 Rose Ave ES Reconstruction - October 2022 Update

- Due to the following events from August 2022 to May 2023, exterior painting for Bldg C was delayed.

Revised ASI 18 - Building C Stairs (Dated 03-24-2023)							
ASI19-100	Submit RFI 175 - Grading Plan Clarifications	5P	1	0	16-Aug-22 A	16-Aug-22 A	
ASI19-110	Response to RFI 175	5P	70	0	17-Aug-22 A	23-Nov-22 A	
ASI18-100	Submit RFI 218 - Bldg C Stair Handrail	5P	1	0	07-Oct-22 A	07-Oct-22 A	
ASI18-110	Response to RFI 218	5P	30	0	07-Oct-22 A	17-Nov-22 A	
ASI18-120	Architect Issue ASI 18 to BBC	5P	1	0	11-Nov-22 A	11-Nov-22 A	
ASI18-130	Architect Prepare & Issue ASI 18R (Pending)	5P	20	0	18-Nov-22 A	26-Jan-23 A	
ASI19-120	Architect Issue ASI 19 to BBC (Missing Elevations)	5P	1	0	23-Nov-22 A	23-Nov-22 A	
ASI19-123	BBC Review of ASI 19	5P	2	0	28-Nov-22 A	29-Nov-22 A	
ASI19-125	BBC Notify Architect and District of Missing Elevations in ASI 19 (During OAC Meeting)	5P	1	0	30-Nov-22 A	30-Nov-22 A	
ASI19-130	Architect Prepare & Issue ASI 19R with Elevations (CCD 016)	5P	20	0	01-Dec-22 A	01-Feb-23 A	
ASI18-140	Submit Pricing for ASI 18R	5P	5	0	14-Dec-22 A	14-Dec-22 A	
ASI18-150	District Issue Direction to Proceed with ASI 18R Changes	5P	5	0	15-Dec-22 A	25-Jan-23 A	
ASI18-180	District Notification that ASI 18 will be Revised and Reissued Encompassing All Stairs	5P	1	0	25-Jan-23 A	25-Jan-23 A	
ASI18-190	District Revise and Reissue ASI 18	5P	43	0	26-Jan-23 A	27-Mar-23 A	
ASI18-200	Pricing for Revised ASI 18	5P	14	0	28-Mar-23 A	14-Apr-23 A	
ASI18-210	District Issue Direction to Proceed with Revised ASI 18	5P	5	0	14-Apr-23 A	14-Apr-23 A	
Bldg C North Stair (Was CCD 13 / ASI 18)							
ASI18-160	Detailing for ASI 18R Structural Changes (Duration TBD)	5P	5	0	27-Mar-23 A	27-Mar-23 A	
ASI18-170	Fab & Install Structural Supports at Stair Landing per ASI 18R (Duration TBD)	5P	5	0	13-Apr-23 A	13-Apr-23 A	
Bldg C South Stair (Was CCD-16 / ASI 19)							
ASI19-160	Structural Detailing for ASI 19R (TBD: Rebar & Supports)	5P	5	0	27-Mar-23 A	27-Mar-23 A	
ASI19-220	Extend Stair Framing per ASI 19R (Duration TBD)	5P	2	0	05-Apr-23 A	07-Apr-23 A	
RFI332-100	RFI 332 - Bldg C South Stair - Anchorage to Framed Wall at Landing	5P	1	0	12-Apr-23 A	12-May-23 A	
ASI19-210	Added Structural Supports per ASI 19R (Duration TBD)	5P	3	0	13-Apr-23 A	13-Apr-23 A	
ASI19-170	Remobilize Structural Concrete for ASI 19R (Duration TBD)	5P	5	0	03-Jul-23 A	10-Jul-23 A	
ASI19-190	Form & Pour Stem Wall per ASI 19R (Duration TBD)	5P	5	0	25-Jul-23 A	26-Jul-23 A	
ASI19-180	Extend Stair Footing per ASI 19R (Duration TBD)	5P	5	0	25-Jul-23 A	26-Jul-23 A	
ASI19-200	Cure Stem Walls per ASI 19R (Duration TBD)	7P	7	0	27-Jul-23 A	27-Jul-23 A	

Figure 2 Rose Ave ES Reconstruction - July 2023 Update

- The actual start date for exterior painting of Bldg C is 6/29/2023.

Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Start	Finish	Total Float
CN1190	Bldg C - North - Brown Coat & Cure Staircases (2)	5P	7	0	26-Jun-23 A	30-Jun-23 A	
CN1110	Bldg C - North - Exterior Painting	5P	10	0	29-Jun-23 A	14-Jul-23 A	
CN1200	Bldg C - North - Color Coat & Cure Staircases (2)	5P	7	0	03-Jul-23 A	03-Jul-23 A	
CN1170	Bldg C - North - Staircase Parapet Cap (2) - N/A per ASI 18	5P	3	0	31-Jul-23 A	31-Jul-23 A	
CN1210	Bldg C - North - Sheet Metal Stair Cases (2)	5P	3	2	31-Jul-23 A	02-Aug-23	-144
CN1140	Bldg C - North - Form & Pour Stair Pans	5P	4	4	08-Aug-23	11-Aug-23	-156

Figure 3 Rose Ave ES Reconstruction - July 2023 Update

Contingency
Draw
Request (CDR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Contingency Request #: 121
 Date: 9-28-2023

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

Revise & Re-Submit:
No Merit to delay of painting.
Stairs were far from being completed prior to ASI and CCD being issued.

The Contract is changed as follows:

Ref. Cost Event 234 - CDR 121 - Delay of Stair Painting & ASI 18 Added Reglet Provide labor, material and equipment for the following: 1.) Remobilization cost for delayed start of painting due to design changes of stairs per ASI 18 dated 3/24/2022 and approval of CCD 13 dated 10/24/2022. 2.) Painting of added reglet/flashing between exterior face of building and stair stringer per ASI 18.	\$ 8,393.70
---	-------------

- The cost of this work will be drawn from Contractor Contingency:
 The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty By: <u>Rafael Flamilla</u> Date: <u>2023-09-28</u>	ARCHITECT IBI Group By: _____ Date: _____	PROGRAM MANAGER CFW Group, Inc. By: _____ Date: _____
---	--	--

OWNER - Oxnard School District By: _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	9-28-2023
Permit Number:	DSA# 03-119284	Change Event No.:	234
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 234 - CDR 121 - Delay of Stair Painting & ASI 18 Added Reglet

Provide labor, material and equipment for the following:

~~1.) Remobilization cost for delayed start of painting due to design changes of stairs per ASI 18 dated 3/24/2022 and approval of CCD 13 dated 10/24/2022.~~

2.) Painting of added reglet/flashing between exterior face of building and stair stringer per ASI 18.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$		
	-		
	-		
	-		
		Subtotal A: \$	
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
CAM Painting			
Remobilization	\$	5,659.60	
ASI 18 Added Reglet	\$	2,734.10	
		Subtotal B: \$	8,393.70
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit*			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B		n/a	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D:	
		Subtotal E:	
E. Bond at 1.5%			
		Subtotal E:	
Grand Total = (A + B + C + D + E)		\$	8,393.70

No merit to delay of painting

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2023-09-28

Print Name & Title (General Contractor)

Signature

Date



CAMPainting, Inc.

License: 710805
DIR: 100000989

09/20/2023

Subject: Change Order
Project: Rose Ave ES Reconstruction.
Bid Package: Painting
Owner: Oxnard School District
Submitted To: Balfour Beauty

Scope of Work:

Description of Work:

Protect all finished areas surrounding the stucco stairwells to prevent any damage or unintended paint splatters. This may involve the use of drop cloths, masking materials, or any other necessary measures to safeguard the integrity of adjacent surfaces.

Additional Labor Cost: 32 hours @ \$77.52 = \$2,480.64

Out of Town Expenses: \$100 ea day = \$400.00

Equipment Cost: \$2,413.71

Total = \$5,294.35

Credit Back for less surfaces \$100 per stair = \$200

Total minus credit = \$5,094.35

A) Total: \$5,094.35

B) Bonds @ 1% = \$50.74

C) Total \$5,145.09 (A+B = C)

D) Overhead & Profit 10% \$514.51 (C*15%=D)

E) Grand Total: **\$5,659.60** (D+C=E)

No merit to this delay.
Stairs were far from being completed
prior to ASI and CCD being issued.

29 Hackamore Lane,
Bell Canyon, CA 91307

Phone: 818-716-7410 Fax: 818-716-7443
Email: campainting@sbcglobal.net



CAMPainting, Inc.

License: 710805
DIR: 1000000989

09/20/2023

Subject: Change Order
Project: Rose Ave ES Reconstruction.
Bid Package: Painting
Owner: Oxnard School District
Submitted To: Balfour Beauty

Description of Work:

	Hourly Rate	Hours	Total	
Perform painting work per ASI-18	\$ 77.52	24	\$ 1,860.48	
			\$ 1,860.48	Total Labor
Out of Town Expenses \$100 per day 1 employee 3 days			\$ 300.00	Out of town labor expenses
Material			\$ 300.00	

- A) Total Labor + Materials = 2,460.48
- B) Bonds 1% = \$24.60
- C = A+B = \$2,485.08
- D = C*10% = \$248.50
- F = D+C = \$2,734.10

Provide documentation
(receipts)

Grand Total: **\$2,734.10**

29 Hackamore Lane,
Bell Canyon, CA 91307

Phone: 818-716-7410 Fax: 818-716-7443
Email: campainting@sbcglobal.net



IBI GROUP
537 South Broadway., Suite 500
Los Angeles, CA 90013

www.IBIGroup.com

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

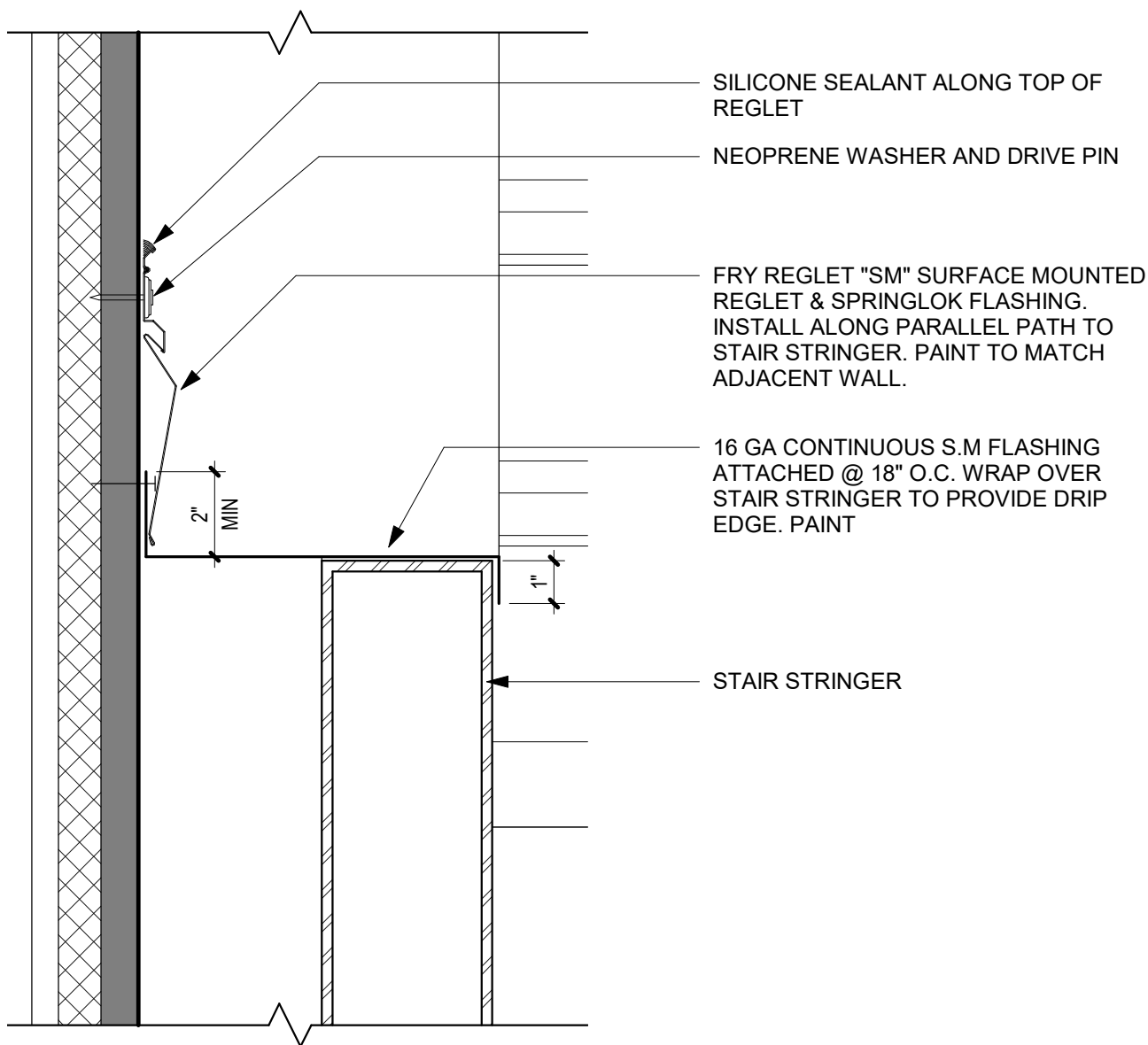
PROJECT:	Rose Avenue K-5 School	ASI NO.:	018
OWNER:	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	DATE:	03/24/2022
Construction Management	Caldwell Flores Winters, Inc. 815 Colorado Blvd. Suite 201 Los Angeles, CA 90042	ARCHITECT:	IBI Group 537 South Broadway, Suite 500 Los Angeles, CA 90013
CONTRACTOR:	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CCA 93036	PROJECT NO.:	109990
		DSA FILE NO.:	56-22
		APPLICATION NO.:	03-119284

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

Description:



Refer to Building C - North Stair; **ASI018 SK-01 / ASI018_SK-02**

1. **Provide** Louver at North and West elevation, per attached **ASI018 SK-03**.
2. **Provide** top closure of West Wall, (below stairs), per **ASI018 SK03 and SK06**.
3. **Provide** vertical Expansion Joint cover at West wall, between end of wall framing and building exterior wall, per **ASI018 SK-03 and SK-16**.
4. **Revise** Guard Rail / Wall height above stair stringer, per attached **ASI018 SK-04 and SK-A15**.
5. **Provide** additional support post at bottom stair wall extension, per attached **ASI018 SK-A04**.
6. **Provide** Seismic Gap at top landing wall framing, per attached **ASI018 SK-A05**.
7. **Provide** reglet / flashing between exterior face of building and stair stringer, per attached **ASI018 SK-10**.



GAP @ BUILDING & STAIR STRINGER - TYP @ BUILDING C NORTH AND BUILDING C MEDIA STAIR

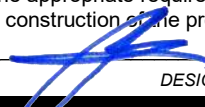
1 3" = 1'-0"

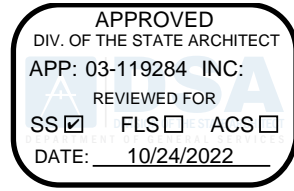
 <p>Los Angeles 537 South Broadway, Suite 500 Los Angeles CA 90013 213.769.0011 fax: 213.769.0016</p>		<p>BUILDING C - NORTH (MEDIA) STAIR WALL DETAILS</p>			
		<p>ROSE AVENUE K-5 SCHOOL</p>		<p>DATE 03/21/23</p>	
		<p>OXNARD SCHOOL DISTRICT</p>		<p>OXNARD CA</p>	<p>ASI018 SK-10</p>
		<p>PROJECT NO. 109990</p>	<p>DSA FILE NO. 56-22 DSA APP. NO. 03-119284</p>	<p>REFERENCE SHEET NO.</p>	

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>)			
Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: 013 Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
2. PROJECT INFORMATION:			
School District/Owner: Oxnard School District	DSA File Number: 55 22		
Project Name/School: Rose Avenue K-5 School	DSA Application Number 03 119284		
3. APPLICANT INFORMATION:			
Date Submitted: 10/19/22	Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? 3 + Supporting Documents		
Firm Name: IBI Group, a California Partnership	Contact Name: Ruben Ruiz		
Work Email: ruben.ruiz@ibigroup.com	Work Phone: (805) 546-0433		
Firm Address: 4119 Broad Street, Suite 210	City: San Luis Obispo	State: Ca	Zip Code: 93405
4. REASON FOR SUBMITTAL: (Check applicable boxes)			
<input type="checkbox"/> For revision or addendum prior to construction.		<input checked="" type="checkbox"/> For a project currently under construction.	
<input type="checkbox"/> For a project that has a form DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification or a 90-Day Letter issued.			
<input type="checkbox"/> To obtain DSA approval of an existing uncertified building or buildings.			
<input type="checkbox"/> For Category B CCD this is: <input type="checkbox"/> a voluntary submittal, <input type="checkbox"/> a DSA required submittal (attach DSA notice requiring submission).			
5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:			
Name of the Design Professional In General Responsible Charge: Richard Mello			
Professional License Number: C18079	Discipline: Architecture		
Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.			
Signature:  _____ DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE			
6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:			
For addenda, revisions, or CCDs: CHECK THIS BOX <input type="checkbox"/> to confirm that <i>all</i> post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.)			
Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed): Revised anchorage to framed wall at Building C Stair landing (2nd Floor). Between GL Dc - Fc / 1c			
List of DSA-approved drawings affected by this post-approval document: S2311C; 64/S8311; 12/S8112			

DSA USE ONLY		Returned	DSA STAMP
SSS LZ Date 10/24/2022 <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required		Date:	
Comments: _____		By:	
FLS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required			
Comments: _____			
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required			
Comments: _____			

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	2-5-2024
Permit Number:	DSA# 03-119284	Change Event No.:	258
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 258 - CDR 133 R2 - RFI 432 Retention Basin Depth Clarification

Provide labor, materials and equipment to locate clean out and cut & cap end of the existing sanitary sewer line at the retention basin; and locate and cut & cap end of the domestic water line at the retention basin per RFI 432 dated 8/8/23.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A: \$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Burns Pacific (Labor)	\$	2,439.86	
Burns Pacific (Material)	\$	70.02	
Burns Pacific (Equipment)	\$	1,054.90	
Burns Pacific (O&P @ 15%)	\$	168.74	
		Subtotal B: \$	3,733.52
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D:	-
E. Bond at 1.5%			
		Subtotal E:	
Grand Total = (A + B + C + D + E)		\$	3,733.52

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty
 Print Name & Title (General Contractor)


 Signature

2024-02-05
 Date

Carbajal, Filbert

From: Lisa Burns <lburns@burnspacific.com>
Sent: Friday, February 2, 2024 16:44
To: Alamillo, Rafael
Cc: Carbajal, Filbert; Garcia, Alex; Ed Solorio; Renee Bronson
Subject: COR 22 - Revised
Attachments: Revised COR #22.pdf

External Email

Hi Raffael,

Please see the attached COR 22. I removed the Utility truck per the notes from the owner. However, per 9.4.1.3.3 of the owner contract, BPC is entitled to be "compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work." There were 3 pieces of equipment on the utility truck that were used: a 14" Stihl Chop Saw, a Miller Blue Star Generator, and an air compressor. All of these pieces of equipment are valued at over \$1,000 each thereby not excluding them from compensation, also per the notation in 9.4.1.3.3. Furthermore, each of these pieces of equipment are billed at a daily rate (same as any rental yard bills). Finally, again from this same section of the contract, we are entitled to moving compensation as these equipment pieces were on a change order and cannot be moved by its own power.

Please include this email with the information to the owner for the revised COR.

Thank you.

Lisa Burns

Burns Pacific Construction, Inc.
505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Phone: (805) 371-4171 Fax: (805) 495-6014

BURNS PACIFIC CONSTRUCTION, INC.
EXTRA WORK REPORT BILLING SUMMARY

DATE: 02/02/24

REPORT NO. 3069R

COR NO. 22

WO NO.

JOB NO. 21-17

JOB DESCRIPTION: Detention Basin

1.	Labor	Classification	ST Hrs.	Rate	OT Hrs.	Rate	DT Hrs.	Rate	Amount
	M. Robles	Foreman	8	104.70					\$ 837.60
	R. Padilla	Laborer	8	101.83					\$ 814.64
	K. Mendoza	Operator	6	131.27					\$ 787.62
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -

Labor rates include cost of labor, fringe benefits, taxes, insurance and markup.

Total Labor: \$ 2,439.86

2.	Materials / Equipment Rentals	Amount
	Home Depot Receipt# 10084	\$ 20.69
	Home Depot Receipt# 39995	\$ 49.33
	Total Materials / Equipment Rentals:	<u>\$ 70.02</u>

3.	Subcontractors	Amount
		\$ -
		\$ -
		\$ -
	Total Subcontractors:	<u>\$ -</u>

4. EQ ID	Equipment	Hrs.	Rate	Amount
B-10	CAT 420F2 Backhoe	8	66.15	\$ 529.20
BPC	14" Stihl Chop Saw	day	85.00	\$ 85.00
BPC	Air Compressor	day	265.00	\$ 265.00
BPC	Miller Blue Star Generator	day	98.00	\$ 98.00
BPC	Transportation of Saw, Air compressor & Generator	2	38.85	\$ 77.70
				\$ -
				\$ -
	Total Equipment:			<u>\$ 1,054.90</u>

TOTAL ITEMS 2 THRU 4: \$ 1,124.92
 ADD OVERHEAD & PROFIT 15% \$ 168.74
 TOTAL ITEMS 2 THRU 4 INCLUDING MARKUP: \$ 1,293.66
 ADD COST OF LABOR - ITEM 1: \$ 2,439.86
 TOTAL AMOUNT FOR THIS REPORT: \$ 3,733.52

Detention Basin CE#172

BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET Job 21.17

DATE: 8-9-23

Daily # 230809A

REPORT NO. 3069

JOB NO. 21.17

LOCATION: Rose Ave ES - Retention Basin

COMPANY: Balfour Beatty

JOB DESCRIPTION:

1. LOCATE CLEAN OUT ^{AT EXISTING} AND SEWER LINE
 PLUS CUT AND CAP ENDS 2. LOCATE WATER
 SERVICES CUT AND CAP ENDS
 BACKFILL AND COMPACT AREA.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
Miguel ROBLES	FORMAN	8		
Rodrigo PADILLA	LABOR	8		
KEN MENDOZA	OP	6		

Materials / Equipment Rentals / Subcontractors	Ticket#
SHARKBITE END STOPS	40094
ABS CEMENT - ABS PLUG	39995

EQ ID	Equipment	Hrs.
C-21	Utility Truck X	8
430 F2	BACKHOE	8

[Signature] 8/10/23
 CF 172 *[Signature]*

BPC Foreman:

[Signature]
 Miguel ROBLES

Co. Rep. Signature:

IOR Tim Holt *[Signature]*

* VERIFICATION OF TIME ONLY - NO COST IMPLIED

* Tool Truck disallowed. Charged for equipment used + mobilized. All equipment \$1,000 worth.



How doers
get more done.

STORE NGR RIAN CARLETON 805-983-0653
RIAN CARLETON@HOMEDEPOT.COM

1040 00012 39995 08/09/23 10:13 AM
SALE CASHIER MARTA

038755308920 ABS CEMENT <A>	12.98
1602 ABS CEMENT MEDIUM BLACK	
039923199126 ABS PLUG <A>	11.21
4" ABS CLEANOUT PLUG MPT	
039923194602 ABS ADPTR <A>	20.96
4" ABS FEMALE ADAPTER HXFPT	

SUBTOTAL	45.15
SALES TAX	4.18
TOTAL	\$49.33

XXXXXXXXXXXX397 HOME DEPOT USDS 49.33
 AUTH CODE 00862/1124637 TA
 Chip Read
 AID A000000049599D0400304 1HD PLCC CRC

PRO XTRA MEMBER STATEMENT

PRO XTRA #111-#111-6300 SUMMARY
THIS RECEIPT PO#JOB NAME: 2217

2023 PRO XTRA SPEND 08/08:	\$4,455.78
INCLUDES:	
2023 PROXTRA SAVINGS 08/08:	\$51.35

As of 08/09/2023 your Paint Rewards level is Member; Spend 394.13 more in qualifying paint purchases to earn Bronze (10.0% off) on select paint items.

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO \$100. Learn more at homedepot.com/credit

1040 08/09/23 10:13 AM



1040 12 39995 08/09/2023 6974

RETURN POLICY DEFINITIONS		
POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365 08/08/2024

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

homedepot.com/survey

ID: H88 81319 80291
ORF: 23409 80279

Completed within 14 days
Entrants must be 18 or
older. See complete rules on
purchase necessary.

Contingency
Draw
Request (CDR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Contingency Request #: 133 R1
 Date: 12-5-2023

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

Revise and Resubmit:
 - See comments

The Contract is changed as follows:

Ref. Cost Event 258 - CDR 133 R1 - RFI 432 Retention Basin Depth Clarification Provide labor, materials and equipment to locate clean out and cut & cap end of the existing sanitary sewer line at the retention basin; and locate and cut & cap end of the domestic water line at the retention basin per RFI 432 dated 8/8/23.	\$ 3,486.38
---	--

- The cost of this work will be drawn from Contractor Contingency:
- The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Flamilla</u>	By: _____	By: _____
Date: <u>2023-12-05</u>	Date: _____	Date: _____

OWNER - Oxnard School District By: _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-5-2023
Permit Number:	DSA# 03-119284	Change Event No.:	258
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 258 - CDR 133 R1 - RFI 432 Retention Basin Depth Clarification

Provide labor, materials and equipment to locate clean out and cut & cap end of the existing sanitary sewer line at the retention basin; and locate and cut & cap end of the domestic water line at the retention basin per RFI 432 dated 8/8/23.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A:	\$ -
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Burns Pacific (Labor)	\$	2,439.86	
Burns Pacific (Material)	\$	70.02	
Burns Pacific (Equipment)	\$	840.00	
Burns Pacific (O&P @ 15%)	\$	136.50	
		Subtotal B:	\$ 3,486.38
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C:	\$ -
D. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D:	\$ -
E. Bond at 1.5%			
		Subtotal E:	\$ -
Grand Total = (A + B + C + D + E)		\$	3,486.38

See comments

The request could potentially Increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty
 Print Name & Title (General Contractor)

Rafael Alamillo
 Signature

2023-12-05
 Date

Detention Basin CE#172

BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET Job 21.17

DATE: 8-9-23

Daily # 230809A

REPORT NO. 3069

JOB NO. 21.17

LOCATION: Rose Ave ES - Retention Basin

COMPANY: Balfour Beatty

JOB DESCRIPTION:

1 LOCATE CLEAN OUT ^{AT EXISTING} AND SEWER LINE
PLUS CUT AND CAP END 2. LOCATE WATER
SERVICES CUT AND CAP ENDS
BACKFILL AND COMPACT AREA.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
Miguel ROBLES	FORMAN	8		
Rodrigo PARRA	LABOR	8		
Ken MENDOZA	OP	6		

Materials / Equipment Rentals / Subcontractors	Ticket#
SHARKBITE END STAPS	40094
ABS COMEAT - ABS PLUG	39945

Remove Utility Truck
Improper Cost

EQ ID	Equipment	Hrs.
C-21	Utility Truck	8
430 F2	BACKHOE	8

8/10/23
M
CF 172 AC

BPC Foreman: Miguel ROBLES

Co. Rep. Signature: IOR Tim Holt

VERIFICATION OF TIME ONLY - NO COST IMPLIED



How doers
get more done.

STORE MGR RIAN CARL ETON 805-983-0653
RIAN_CARLETON@HOMEDEPOT.COM

1040 00012 39995 08/09/23 10:13 AM
SALE CASHIER MARIA

038753308920 ABS LI-MENT <A>	12.98
1602 ABS CEMENT MEDIUM BLACK	
039923199126 ABS PLUG <A>	11.21
4" ABS CLEANOUT PLUG MPT	
039923194602 ABS ADPTR <A>	20.96
4" ABS FEMALE ADAPTER HXFPT	

SUBTOTAL	45.15
SALES TAX	4.18
TOTAL	\$49.33

XXXXXXXXXX4397 HOME DEPOT

USD\$ 49.33

AUTH CODE 009862/1124637

TA

Chip Read

AID A000000049599D2400304

1HD PLCC CRC

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-6300 SUMMARY
THIS RECEIPT PG. JOB NAME: 2217

2023 PRO XTRA SPEND 08/08:	\$4,455.78
INCLUDES:	
2023 PROXTRA SAVINGS 08/08:	\$51.35

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Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO \$100. Learn more at homedepot.com/credit

1040 08/09/23 10:13 AM



1040 12 39995 08/09/2023 6974

RETURN POLICY DEFINITIONS		
POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365 08/08/2024

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A \$5,000 HOME DEPOT GIFT CARD

Opine en español

homedepot.com/survey

ID: H88 81319 80291
ORD: 23409 80279

is completed within 14 days
Entrants must be 18 or
See complete rules on
purchase necessary.

Balfour Beatty Construction, LLC
 13520 Evening Creek Drive North, Suite 270
 San Diego, California 92128
 Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
 220 South Driskill Street
 Oxnard, California 93030

Retention Basin Depth Clarification

TO: Ruben Ruiz (IBI Group)	FROM: Rafael Alamillo (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED: 07/28/2023	STATUS: Open
LOCATION:	DUE DATE: 08/04/2023
PROJECT STAGE: 3. Construction	COST CODE:
SUB JOB:	SCHEDULE IMPACT: Yes (Unknown)
COST IMPACT: Yes (Unknown)	SPEC SECTION:
DRAWING NUMBER: ASI 029 & C404	REFERENCE:
LINKED DRAWINGS:	
RECEIVED FROM:	
COPIES TO:	

Question from Rafael Alamillo (Balfour Beatty) at 01:12 PM on 07/28/2023

Reference ASI 029, dated 06/30/23 and the City of Oxnard Onsite/Offsite unofficial sheet C404 received only received on 7/24/23. The slope on the Retention Basin per ASI 029 shows it at 1% in the center, Sheet C404 shows the tearing of the slopes of 4.5 to 1 slope outside the 1% center area. The original grading proposal was based on going approximately 1 feet for the overall depth as previously discussed during the OAC meetings. Please advise if sheet C404 is to be followed.

Attachments:

[ASI 029 vs C404 - Deteion Basin Grades.pdf](#)

Awaiting an Official Response

All Replies:

Refer to ASI 029R, for revised Detention Basin slope at the Ponding area.

As point of clarification:

- The ponding area slope to be revised to 1.5%. Tiered slopes and overall depth to remain unchanged.
- The depth is required to act as a "Detention Volume" for 100 year storm event.
- Existing Sewer line already scheduled to be removed / caped.
- Provide 6'-0" tall chain link fence and gate around Detention Basin, per ASI 029R.

Ruben R.
 Arcadis / IBI
 08/08/2023

cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY _____ DATE _____ COPIES TO _____



220 S. Driskill St., Oxnard, CA 93030

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NO.	ISSUANCE	DATE
1	PRELIMINARY	11/20/24

- CONSTRUCTION NOTES:
1. INSTALL 6" ABS SANITARY SEWER PIPE AT 1% MINIMUM SLOPE.
 2. CONNECT TO BUILDING SEWER, COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS.
 3. CONNECT TO CITY SEWER MAIN LINE PER STD. PLATE 405. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
 4. INSTALL CLEANOUT. SEE DETAIL 5 ON SHEET C202.
 5. INSTALL 3" PVC SCH40 DOMESTIC WATER LINE.
 6. CONNECT TO BUILDING DOMESTIC WATER, COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS.
 7. CONNECT TO CITY WATER MAIN LINE PER STD. PLATE 310 OR 311. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
 8. INSTALL 3" REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS OR APPROVED EQUAL. SEE CITY OF OXNARD STANDARD PLAN PLATE 310.
 9. INSTALL PVC FIRE WATER LINE, PER AWMA C-900, CLASS 200 W/ D.I. FITTINGS. SIZE PER PLAN.
 10. CONNECT TO BUILDING FIRE RISER, COORDINATE SIZE AND LOCATION WITH FIRE SPRINKLER/PLUMBING PLANS.
 11. INSTALL 6" DOUBLE DETECTOR CHECK ASSEMBLY WITH FDC, WILKINS MODEL 350ADA OR APPROVED EQUAL. INSTALL TAMPER SWITCH AND DRAIN & LOCK BOX TO SECURE THE VALVES IN OPEN POSITION. SEE DETAIL 8 ON SHEET C202 AND CITY OF OXNARD STANDARD PLAN PLATE 311.
 12. FIRE DEPARTMENT CONNECTION (FDC).
 13. INSTALL THRUST BLOCK. SEE DETAIL 6 ON SHEET C202.
 14. INSTALL HOPE STORM DRAIN PIPE, SIZE PER PLAN.
 15. INSTALL HOPE PERFORATED PIPE PER DETAIL 3 ON SHEET C202. SIZE PER PLAN.
 16. INSTALL BUBBLER CATCH BASIN WITH FILTER INSERT PER DETAIL 4 ON SHEET C202. SIZE PER PLAN.
 17. INSTALL PARKWAY DRAIN PER STREET IMPROVEMENT PLANS.
 18. INSTALL 12"x12" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OR APPROVED EQUAL.
 19. INSTALL 6" AREA DRAIN PER NDS PRODUCT OR APPROVED EQUAL.
 20. CONNECT TO BUILDING GAS, COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS.
 21. INSTALL GAS LINE. SEE PLUMBING PLANS FOR SIZES AND MATERIALS.
 22. CONNECT TO GAS MAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH GAS PURVEYOR.
 23. INSTALL GAS METER PER PLUMBING PLAN.
 24. INSTALL WATER METER, COORDINATE WITH CITY OF OXNARD.
 25. INSTALL GREASE INTERCEPTOR PER PLUMBING PLAN.
 26. INSTALL NEW FIRE HYDRANT PER CITY OF OXNARD STANDARD PLATE 300.
 27. INSTALL 24"x24" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OR APPROVED EQUAL.
 28. EXISTING 3" IRRIIGATION LINE. SEE LANDSCAPE PLANS FOR CONTINUATION.
 29. INSTALL STORMTECH INFILTRATION STRUCTURE PER SHEET C203.
 30. INSTALL CURB DRAIN PER STREET IMPROVEMENT PLANS.
 31. CONNECT TO PLAYGROUND'S SUBDRANAGE, COORDINATE SIZE AND LOCATION WITH LANDSCAPE PLANS.
 32. ENCASE PIPE WITH CONCRETE.
 33. INSTALL NYLOPLAST MANHOLE STRUCTURE PER DETAIL 7 SHEET C202.
 34. INSTALL 1" PVC SCH40 DOMESTIC WATER LINE.
 35. INSTALL 3" ABS SANITARY SEWER PIPE AT 1% MINIMUM SLOPE.
 36. CONNECT TO DRINKING FOUNTAIN.
 37. CONNECT TO CITY STORM DRAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
 38. INSTALL 1-1/2" REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS OR APPROVED EQUAL.
 39. NEW 1-1/2" DOMESTIC WATER SERVICE AND METER PER STD. PLATE 304. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
 40. RELOCATED 3" IRRIIGATION BACKFLOW PREVENTER AND METER. CONNECT TO EXISTING IRRIIGATION LINE.
 41. INSTALL 1-1/2" PVC SCH40 DOMESTIC WATER LINE.

CONSULTANTS
BRANDROW & JOHNSON
REGISTERED PROFESSIONAL ENGINEER
1725 W. BROADWAY, SUITE 100
OAKLAND, CA 94612
TEL: (415) 763-0111 FAX: (415) 763-0118
WWW.BRANCO.COM



AGENCY INFORMATION
AGENCY TRACKING NO. **FILE NO.**
182
INSPECTION GROUP
OF THE CIVIL ENGINEERING
OFFICE OF REGULATION SERVICES
03-119284
AC: **PLA** **08**
DATE:

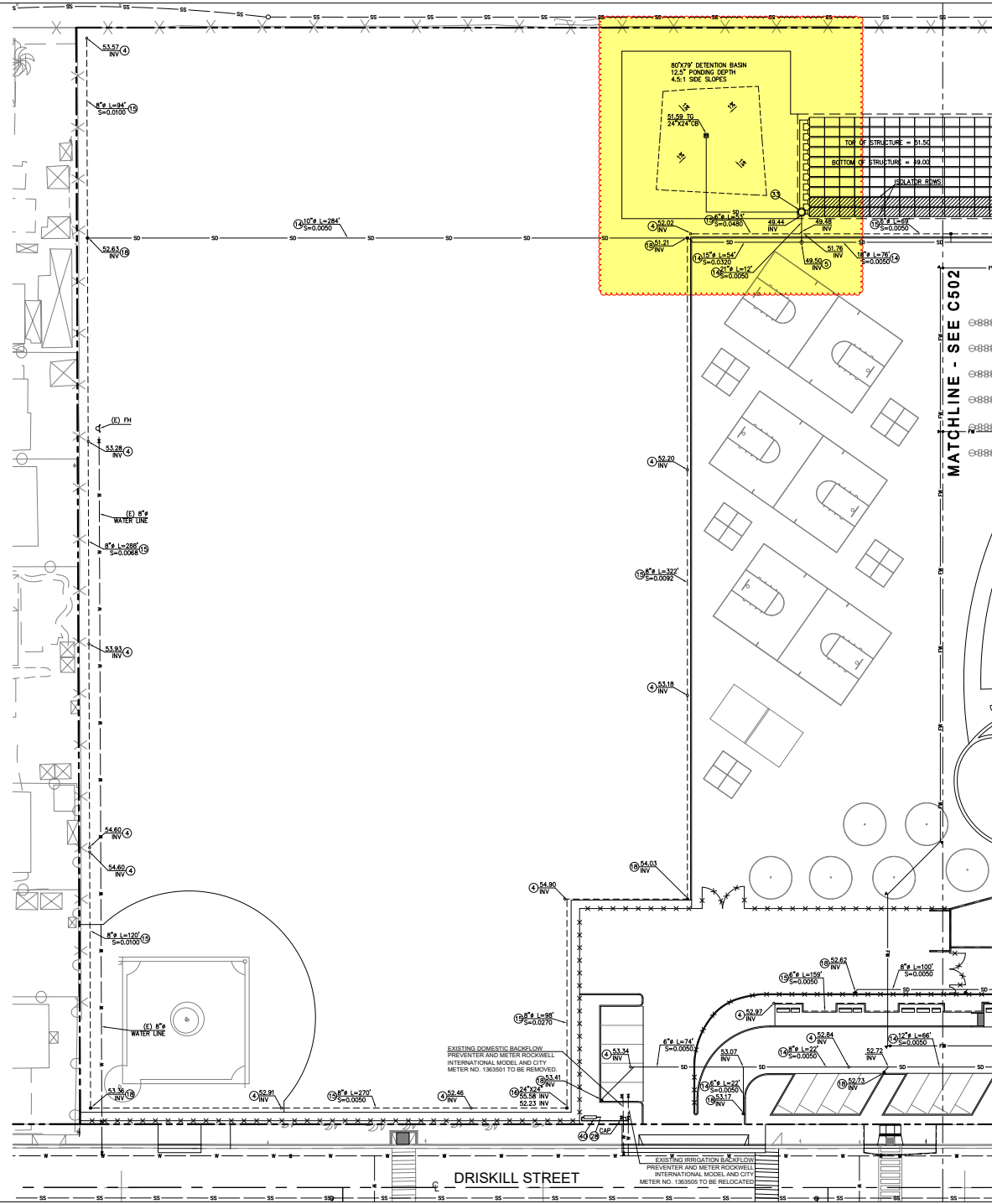
SCALE
NO. C25387
REN 4/21
DATE

PRIME CONSULTANT
182
315 W. 9th Street, Suite 600
Los Angeles, CA 90015
TEL: (213) 789-0111 FAX: (213) 789-0118
http://www.182.com

PROJECT
ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST.
OXNARD, CA 93030

PROJECT NO.
1109950
DRAWN BY:
Author
CHECKED BY:
Checker
PROJECT MGR:
Designer
APPROVED BY:
Approver
SCALE:
DATE:
12/20/24

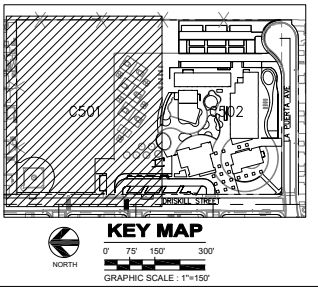
SHEET TITLE
UTILITY PLAN
SHEET NUMBER
ASI 029
C501
ISSUE:



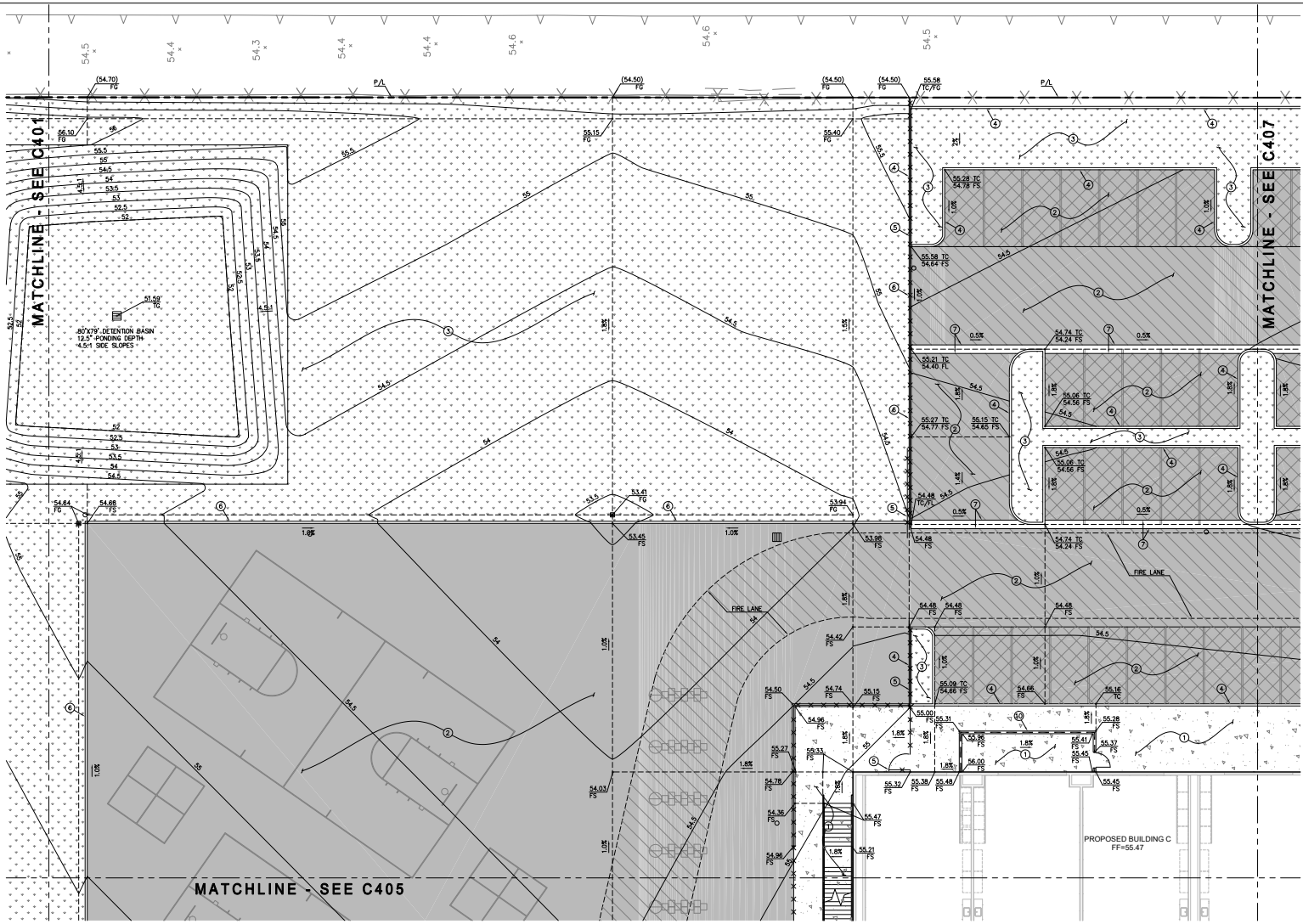
LEGEND

---	PROPERTY LINE	---	G	EXIST. GAS MAIN
---	CENTER LINE	---	SS	EXIST. SANITARY SEWER
---	LIMITS OF BUILDING	---	SD	EXIST. STORM DRAIN
---	OVEREXCAVATION	---	W	EXIST. WATER MAIN
---	FENCE	---	RW	EXIST. RECLAIMED WATER
---	EXIST. FENCE	---	PW	EXIST. FIRE WATER
---	PERFORATED PIPE	---	E	EXIST. ELECTRIC U/G CABLE
---	GAS MAIN	---	T	EXIST. TELEPHONE
---	SANITARY SEWER	---	---	ADA PATH OF TRAVEL
---	SD	---	---	EXISTING RETAINING WALL
---	STORM DRAIN	---	---	EXISTING SCREEN
---	W	---	---	EXISTING VALVE
---	RECLAIMED WATER	---	---	EXISTING FIRE HYDRANT
---	FW	---	---	
---	PIPE	---	---	
---	E	---	---	
---	ELECTRIC CABLE (FOR REF. ONLY)	---	---	
---	TELEPHONE (FOR REF. ONLY)	---	---	

SHEET NOTE:
1. FOR PIPE TRENCHING DETAIL: FLEXIBLE PIPE, SEE DETAIL 1 ON SHEET C202. WATER/GAS PIPE, SEE DETAIL 2 ON SHEET C202.



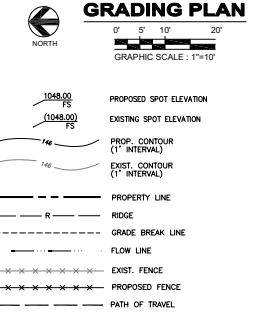
DATE PLOTTED: 12/20/24 10:58 AM PLOTTER: HP DesignJet T1100PS



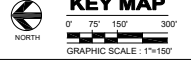
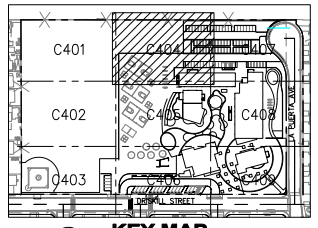
- CONSTRUCTION NOTES:**
- CONSTRUCT CONCRETE PAVEMENT PER DETAIL 1 ON SHEET C201.
 - CONSTRUCT AC PAVEMENT PER DETAIL 2 ON SHEET C201.
 - PLANTER/LANDSCAPE PER LANDSCAPE PLANS.
 - CONSTRUCT CONCRETE CURB PER DETAIL 7 ON SHEET C201.
 - INSTALL NEW FENCE AND GATE PER ARCHITECTURAL PLANS.
 - CONSTRUCT MOWING STRIP PER DETAIL 8 ON SHEET C201.
 - CONSTRUCT LONGITUDINAL CONCRETE GUTTER PER DETAIL 9 ON SHEET C201.
 - CONSTRUCT CONCRETE CURB AND GUTTER PER DETAIL 10 ON SHEET C201.
 - NOT USED.
 - CONSTRUCT WALL PER STRUCTURAL PLANS.
 - CONSTRUCT RUBBERIZED SURFACE PER LANDSCAPE PLANS.
 - CONSTRUCT CONCRETE PAVERS PER LANDSCAPE PLANS.
 - CONSTRUCT DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS.
 - CONSTRUCT STAIRS PER ARCHITECTURAL PLANS.
 - CONSTRUCT CURB RAMP TYPE "A" PER SEE DETAIL 12 ON SHEET C201.
 - CONSTRUCT CURB RAMP TYPE "B" PER SEE DETAIL 12 ON SHEET C201.
 - CONSTRUCT CURB RAMP TYPE "C" PER SEE DETAIL 12 ON SHEET C201.

LEGEND

[Symbol]	BUILDING OUTLINE
[Symbol]	NEW CONCRETE PAVEMENT
[Symbol]	NEW ASPHALT CONCRETE PAVEMENT AT PLAY AREA
[Symbol]	NEW ASPHALT CONCRETE PAVEMENT AT PARKING
[Symbol]	NEW ASPHALT CONCRETE PAVEMENT AT DRIVEWAY/FIRELANE
[Symbol]	NEW PLANTER AREA PER LANDSCAPE PLANS
[Symbol]	NEW CONCRETE PAVERS PER LANDSCAPE PLANS
[Symbol]	NEW RUBBERIZED SURFACE PER LANDSCAPE PLANS
[Symbol]	NEW DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS



NOTE TO CONTRACTOR:
 REFER TO OFF-SITE IMPROVEMENT PLAN FOR THE PROPOSED WORK WITHIN THE PUBLIC RIGHT OF WAY.



CLIENT
OXNARD SCHOOL DISTRICT
 220 S. Driskill St, Oxnard, CA 93030

COPYRIGHT
 This drawing has been prepared under the supervision and control of the Professional Engineer, and the Professional Engineer is responsible for the accuracy and completeness of the information shown on this drawing. The Professional Engineer is not responsible for the accuracy or completeness of the information provided to the Professional Engineer by the client or any other person. The Professional Engineer is not responsible for the accuracy or completeness of the information provided to the Professional Engineer by the client or any other person. The Professional Engineer is not responsible for the accuracy or completeness of the information provided to the Professional Engineer by the client or any other person.

ISSUES
 NO. REVISION DATE

CONSULTANTS

BRANDROW & JOHNSON
 PROFESSIONAL ENGINEERS AND ARCHITECTS
 220 S. DRISKILL ST., OXNARD, CA 93030
 TEL: (805) 788-0011 FAX: (805) 788-0018
 WWW.BR&J.COM

AGENCY INFORMATION

AGENCY INFORMATION
 PROJECT NO. 03-119284
 DATE: _____

SCALE

SCALE
 No. C25387
 REN 4/21
 SCALE: 1" = 150'

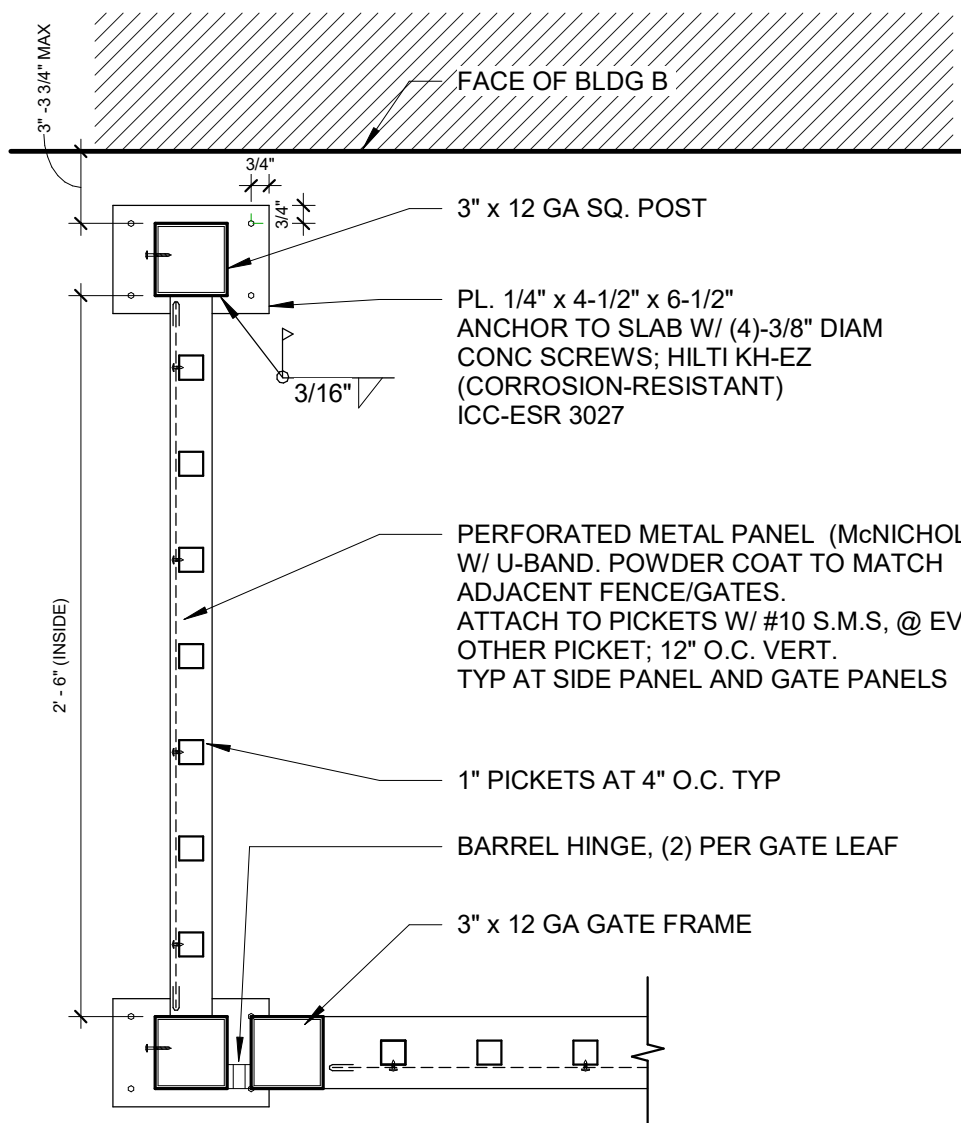
PROJECT
ROSE AVENUE K-5 SCHOOL
 220 S. DRISKILL ST.
 OXNARD, CA 93030

PROJECT NO. 1109950
 315 W. 9th Street, Suite 600
 Los Angeles, CA 90015
 TEL: (213) 788-0011 FAX: (213) 788-0018
 www.br&j.com

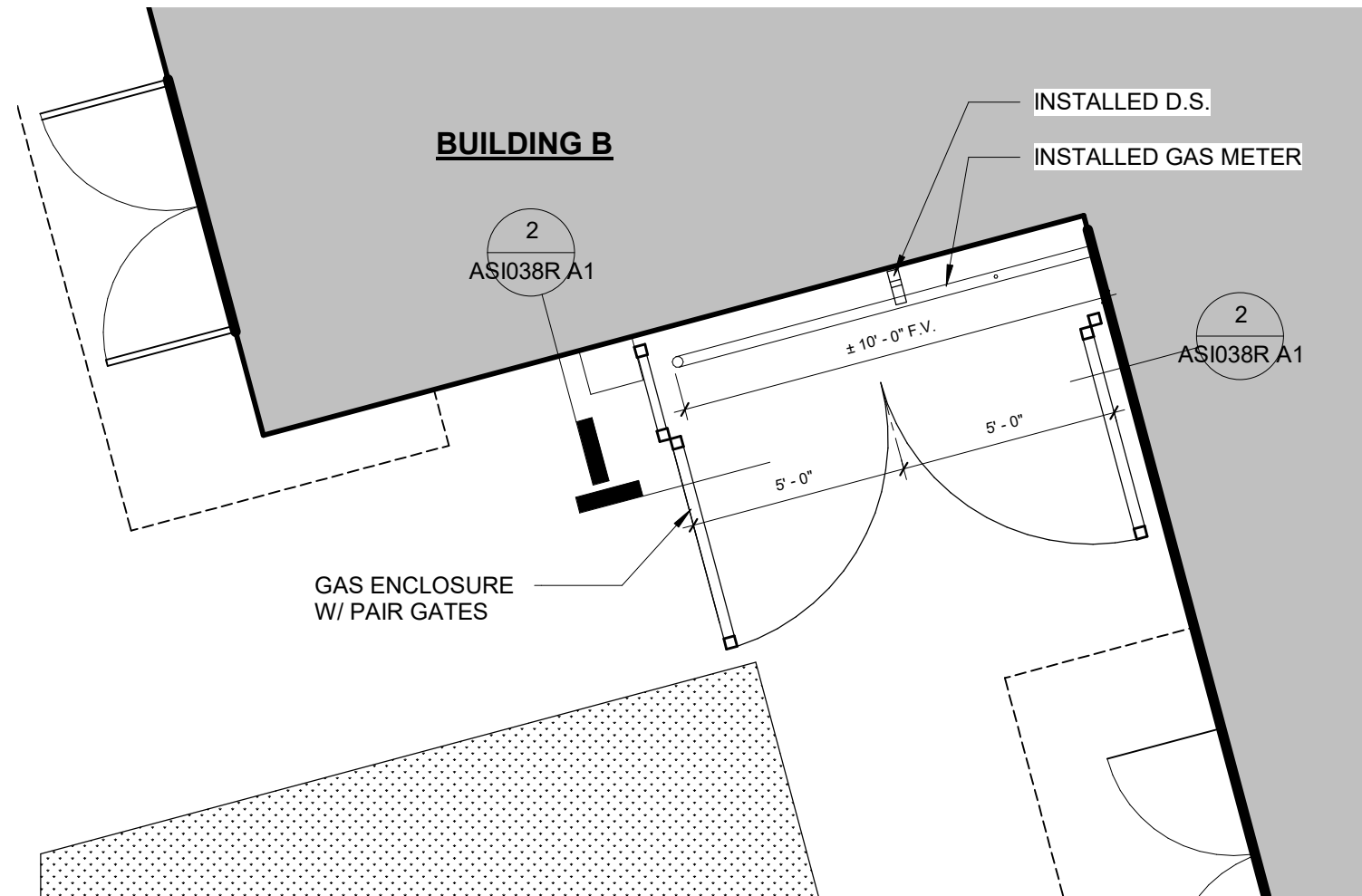
DESIGNED BY: Designer
 CHECKED BY: Checker
 APPROVED BY: Approver
 DATE: 8/28/2019

SHEET TITLE
GRADING PLAN

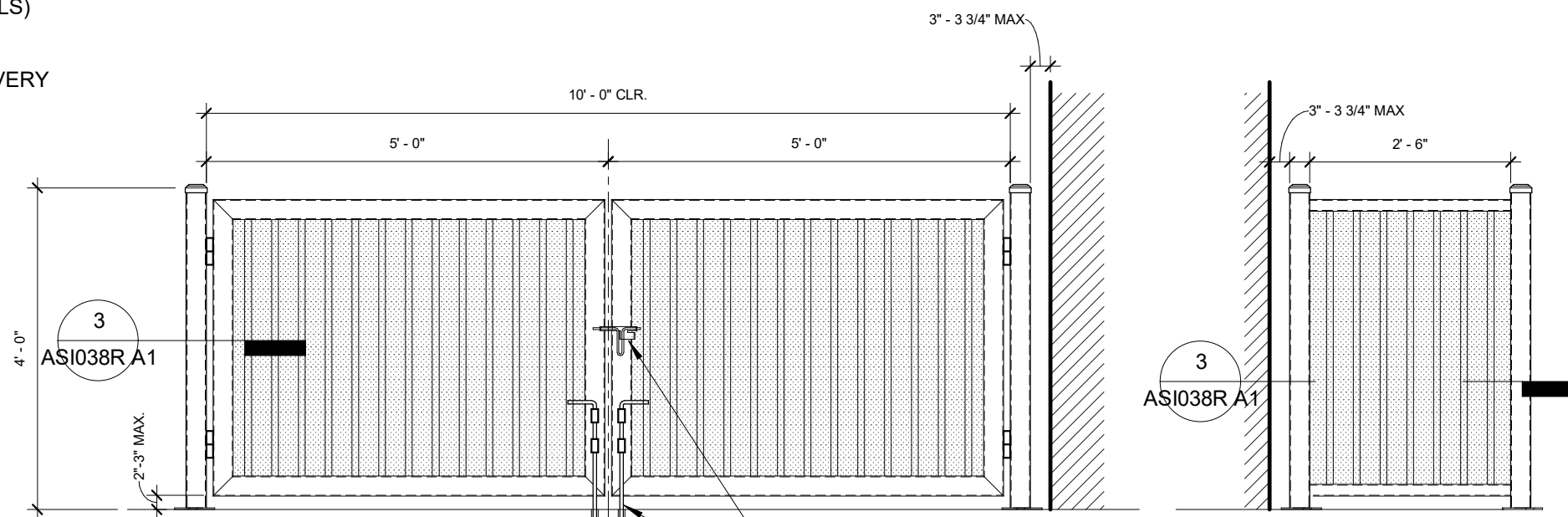
SHEET NUMBER
C404



3 GATE POST ATTACHMENT
1 1/2" = 1'-0"

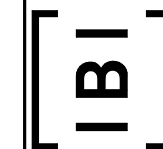


1 PARTIAL SITE PLAN - BUILDING B
1/4" = 1'-0"



2 GAS ENCLOSURE
1/2" = 1'-0"

BUILDING B - GAS ENCLOSURE	DATE	03/27/2024	ASI038R A1	
	OXNARD CA	PROJECT NO. 109990		REFERENCE SHEET NO. ASI 11/P2311
	ROSE AVENUE K-5 SCHOOL	DSA FILE NO. 56-22		DSA APP. NO. 03-119284



Los Angeles
537 South Broadway, Suite 500
Los Angeles CA 90013
213.769.0011 fax: 213.769.0016

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	4-1-2024
Permit Number:	DSA# 03-119284	Change Event No.:	333
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 333 - CDR 170 - ASI 038 Building B - Gas Enclosure Provide labor, equipment and materials to install a gas meter enclosure at Bldg B per attached ASI 038.			
A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)	\$	-	
	\$	-	
	\$	-	
		Subtotal A:	\$ -
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Econo Fence	\$	6,247.47	
		Subtotal B:	\$ 6,247.47
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C:	\$ -
D. General Contractor's Overhead and Profit*			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D:	\$ -
E. Bond at 1%			
		Subtotal E:	\$ -
Grand Total = (A + B + C + D + E)		\$	6,247.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)

Signature

2024-04-01

Date

ECONO FENCE INC.

5261 Pedley Road, Riverside, CA, 92509 • P: 951.685.5000 • F: 951.360.8685 • License No. 337734 • DIR #1000001395

POTENTIAL CHANGE ORDER

#9

March 27, 2024

Balfour Beatty Construction

ATTENTION: Filbert

SENT FROM: Judd Leslie

ROSE AVE. E.S.

REFERENCE:

ASI 038: Add (2') of 4' high ornamental fence & (1ea.) ~~9'~~^{10'} double swing gate.

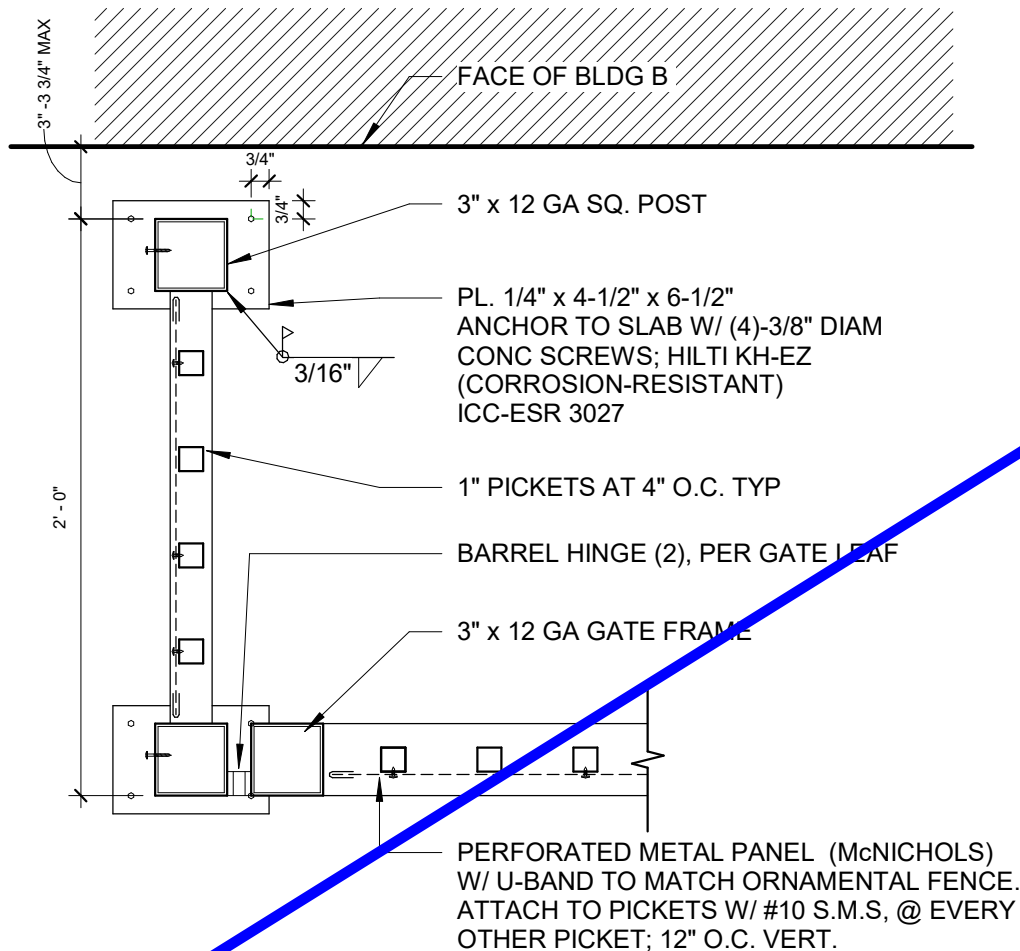
ITEM DESCRIPTION	QTY	UNIT COST	TOTAL
MATERIALS:			
- 3"sq x 12ga x 4' posts w/ base plates & anchors - power coated	3 ea	@ \$161.00 ea	\$483.00
- 4' High x 2' panel w/ perforated metal - powder coated	1 ea	@ \$410.00 ea	\$410.00
- 4' High x 9' double swing gate w/ hinges & latch - powder coated	1 ea	@ \$2,610.00 ea	\$2,610.00
SUBTOTAL:			\$3,503.00
TAX:			\$306.51
TOTAL MATERIALS:			\$3,809.51
EQUIPMENT:			
Crew Truck	8 hrs	@ \$25.00 hr	\$200.00
TOTAL EQUIPMENT:			\$200.00
LABOR:			
- Foreman	8 hrs	@ \$88.76 per hr	\$710.08
- Laborer	8 hrs	@ \$82.40 per hr	\$659.20
TOTAL LABOR:			\$1,369.28

SUBTOTAL: \$5,378.79

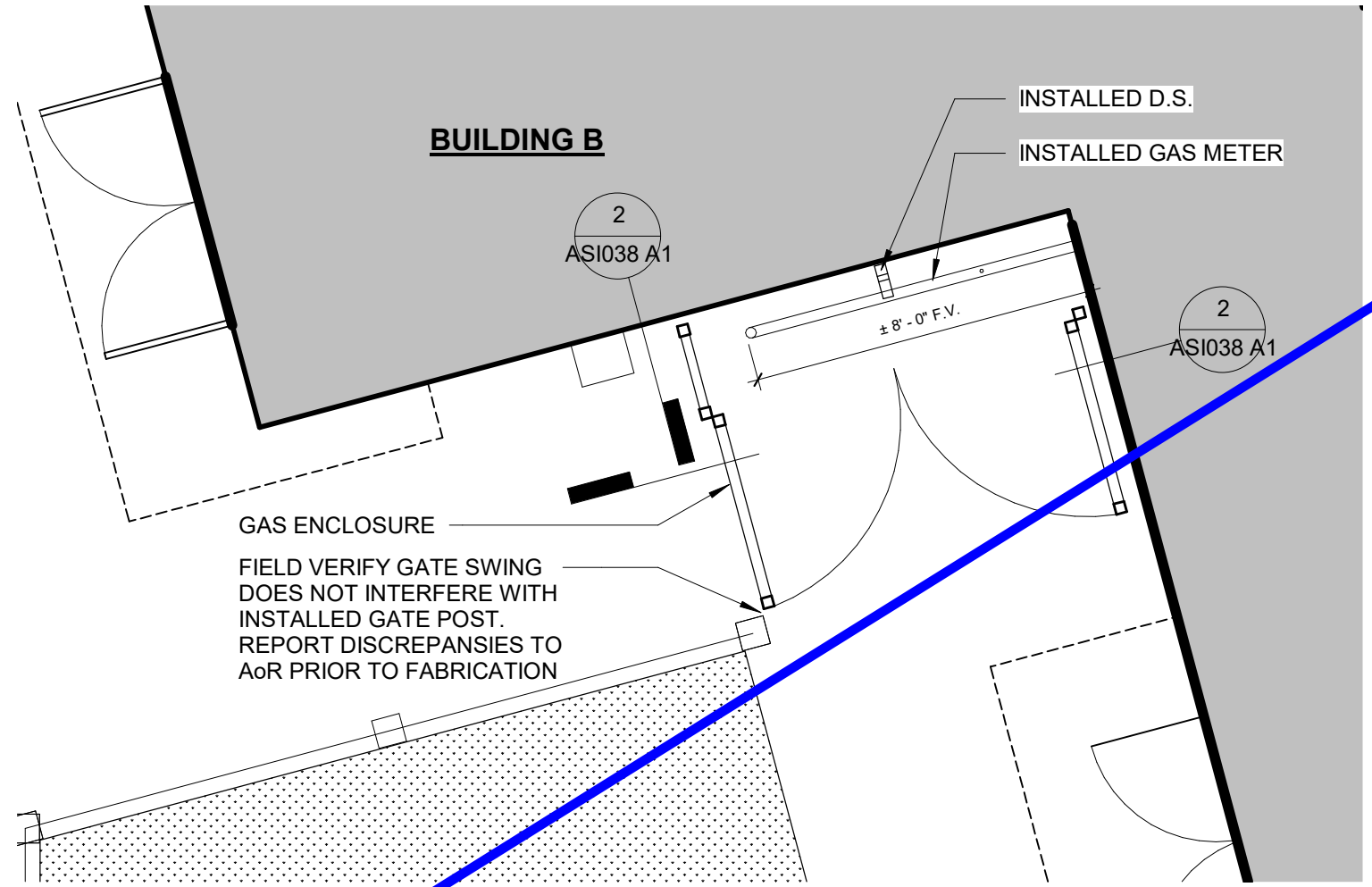
15% Overhead & Profit: \$806.82

BONDS @ 1% : \$61.86

TOTAL ADD: \$6,247.47

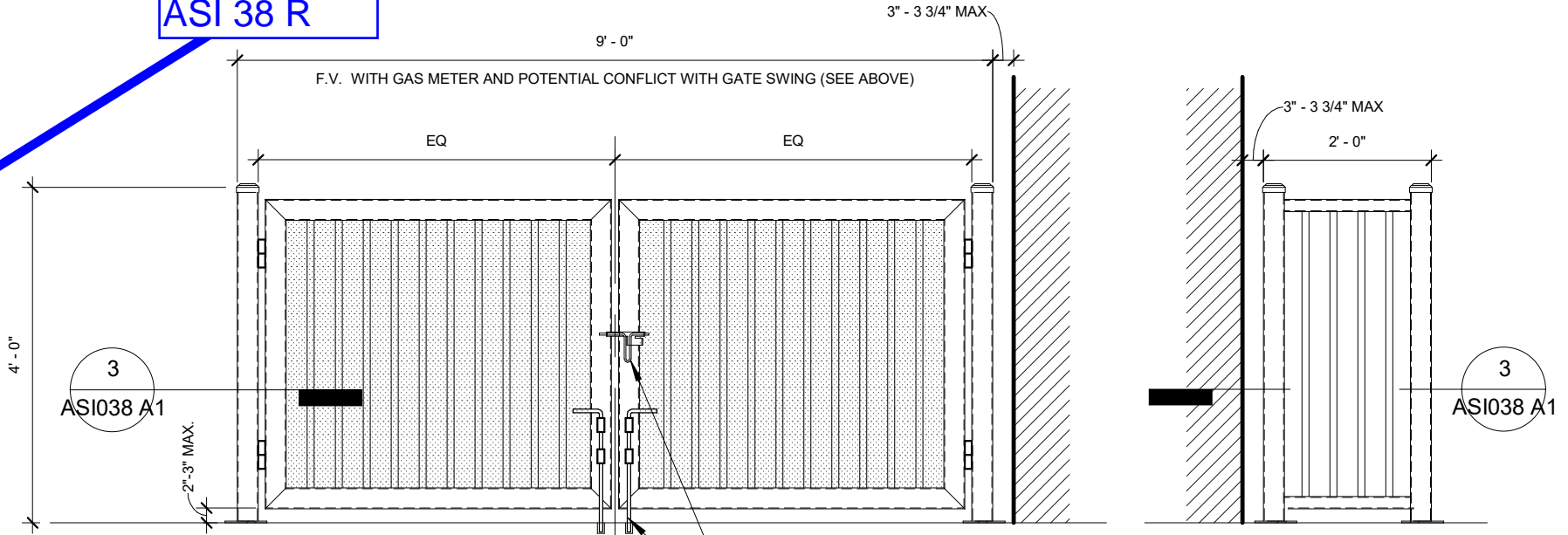


③ GATE POST ATTACHMENT
1/2" = 1'-0"



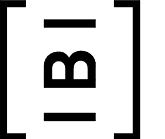
① PARTIAL SITE PLAN - BUILDING B
1/4" = 1'-0"

See Revised ASI 38 R



② GAS ENCLOSURE
1/2" = 1'-0"

BUILDING B - GAS ENCLOSURE	DATE	03/27/2024	OXNARD CA	PROJECT NO. 109990	PROJECT NO. 56-22	PROJECT NO. 03-119284
ROSE AVENUE K-5 SCHOOL			OXNARD SCHOOL DISTRICT	PROJECT NO. 109990	PROJECT NO. 56-22	PROJECT NO. 03-119284
			REFERENCE SHEET NO. ASI 11/P2311			
			ASI038 A1			



Los Angeles
1001 Wilshire Blvd., Suite 100-3100
Los Angeles CA 90017
213.769.0011 fax: 213.769.0016

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	4-16-2024
Permit Number:	DSA# 03-119284	Change Event No.:	334
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 334 - CDR 171 - Reinstall Ceiling Tile for A/V Access Provide labor, equipment and materials to remove and reinstall/replace ceiling tiles at 100 locations for access during installation of A/V system.			
A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)	\$	-	
	\$	-	
	\$	-	
		Subtotal A:	\$ -
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Southcoast Acoustical Ineriors	\$	7,007.36	
		Subtotal B:	\$ 7,007.36
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C:	\$ -
D. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D:	\$ -
E. Bond at 1%			
		Subtotal E:	\$ -
Grand Total = (A + B + C + D + E)		\$	7,007.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)

Signature

2024-04-16

Date



CHANGE ORDER REQUEST

15

Title: Remove and Reinstall/Replace Ceiling Tile at 100 Locations

Project Name: Rose Ave

Project Address: 220 South Driskill Street
Oxnard, CA 93030

COR Date: 04/16/2024

SOUTHCOAST ACOUSTICAL INTERIORS Job Number: 5051542

Customer Job Number: 15650000

Customer Reference Number:

Our Information

SOUTHCOAST ACOUSTICAL INTERIORS

14980 Hilton Drive
Fontana, CA 92336
Phone: (909)-428-2600

Customer Information

Balfour Beatty

1501 Quail Street, Suite 130
Newport Beach, CA 92660
Phone: (949)-502-4000

Description of Change Order Request

Remove and Reinstall/Replace Ceiling Tile at 100 Locations.
See attached email chain.

Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Journeyman	40	ST	\$82.71	\$3,308.40
Hours Subtotals: ST: 40			Total Labor:	\$3,308.40

Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
Material	1	Total	\$2,560.88	\$2,560.88
			Total Material:	\$2,560.88

Subtotal		\$5,869.28
Tax (Materials)	8.750%	\$224.08
Total		\$6,093.36
Subcontractor's Overhead & Profit	15.000%	\$914.00
Requested Total		\$7,007.36

Terms & Conditions

The work covered by this Change Order shall be performed under the terms and conditions of the existing contract, unless otherwise stated. Direction to proceed is required prior to commencement of work.

Carbajal, Filbert

From: Gerald Schober <gschober@cfwinc.com>
Sent: Friday, April 12, 2024 11:26
To: Garcia, Alex; rleon@oxnardsd.org; Ruiz, Ruben; Lopez, Marcos
Cc: Alamillo, Rafael; Kuykendall, Dennis; Carbajal, Filbert
Subject: RE: AV Mock Up/ Ceiling Access

External Email

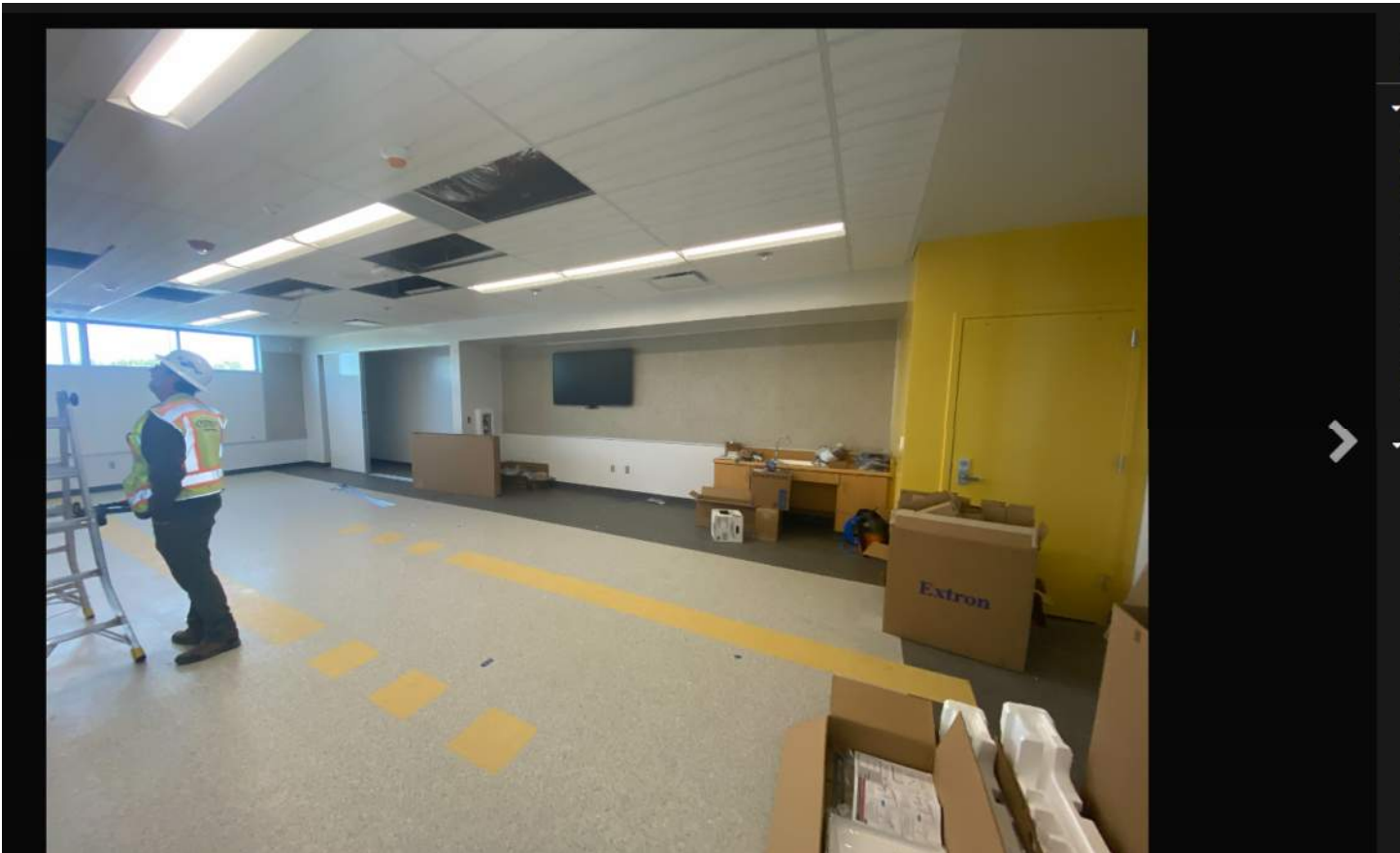
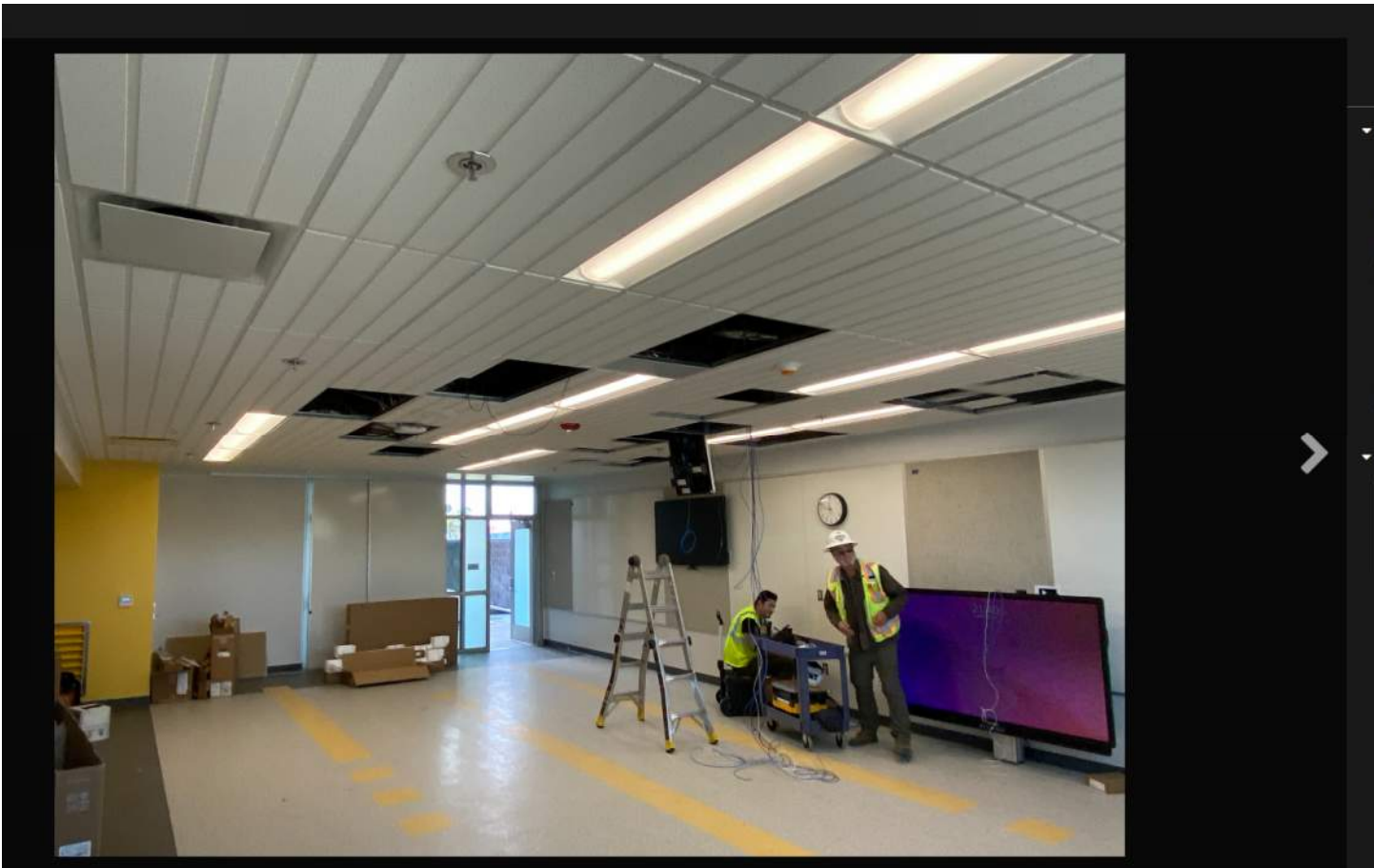
Provide a project contingency draw request for 100 tiles and requisite labor to remove and install same number of tiles. Any unused will be returned as attic stock to the District.

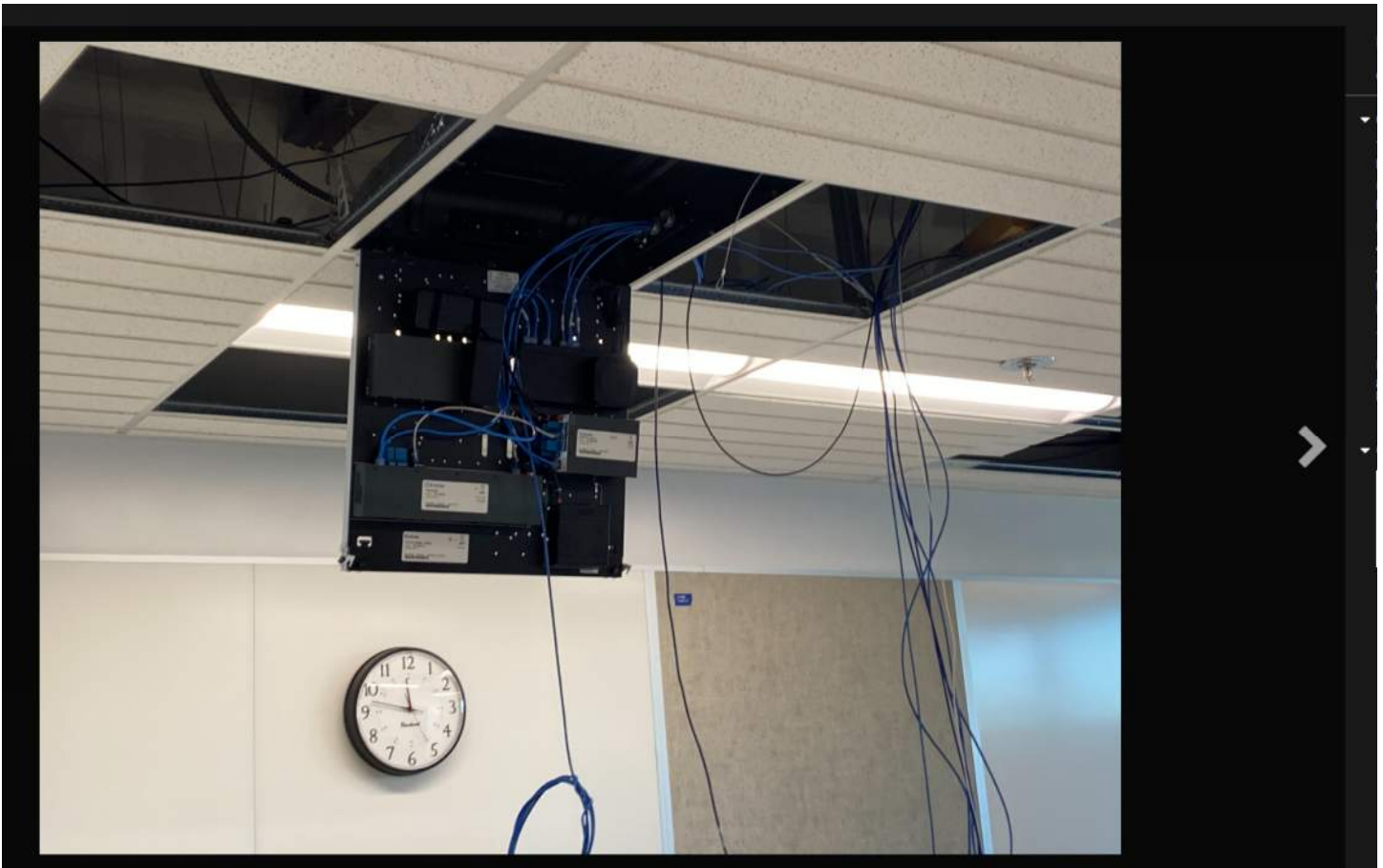


Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006
Office: (626) 829-8300
Direct: (626) 829-8701
gschober@cfwinc.com
www.cfwinc.com

From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
Sent: Friday, April 12, 2024 11:20 AM
To: Gerald Schober <gschober@cfwinc.com>; rleon@oxnardsd.org; Ruiz, Ruben <ruben.ruiz@arcadis.com>; Lopez, Marcos <m6lopez@oxnardsd.org>
Cc: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>
Subject: AV Mock Up/ Ceiling Access

Gerald, as discussed in our OAC, below are a few pictures of the ceiling access needed for the AV mockup. I think it's a good idea to have the ceiling contractor remove the tiles in effort to reduce the possible damages. Being that some tiles were damaged during the removals and knowing the tiles are a long lead item, it may be wise to place the order ahead of time. Please advise how to proceed.





Alexander Garcia

Project Superintendent | Balfour Beatty

C: 805-400-5787

E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



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CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	4-4-2023
Permit Number:	DSA# 03-119284	Change Event No.:	122
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Rick Ostrander - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:			
Ref. Cost Event #122/Offsite Improvement Draw Request #11			
Provide labor, materials and equipment to provide a legal description and exhibit for Retention Basin / Storage Tank.			
A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A: \$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Huitt Zollars	\$	1,350.00	
		Subtotal B: \$	1,350.00
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit* * N/A for Contingency Draw Requests			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D: \$	-
E. Bond at 1%	\$	-	
		Subtotal E: \$	-
Grand Total = (A + B + C + D + E)		\$	1,350.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)	Signature	Date
---	-----------	------

2023-04-04

March 31, 2023

Balfour Beatty
Senior Project Manager
Mr. Rafael Alamillo
600 Galleria Parkway, Suite 1800
Atlanta, GA 30339
805-266-1052
fcarbajal@balfourbeattyus.com

Re: **Change Order No. 9 for Legal Description for Retention Basin / Storage Tank**
Rose Avenue Elementary – Oxnard, CA
HZ Proposal No. R313694.02

Dear Rafael:

Huitt-Zollars, Inc. appreciates the opportunity to continue to provide professional surveying services to Balfour Beatty (Client) on the Rose Avenue Elementary Project located in Oxnard, CA (Project). Huitt-Zollars is requesting a contract modification for additional staking and re-staking as outline below.

SCOPE OF SERVICES:

1.0 Legal Description

Huitt-Zollars will provide a legal description and exhibit for Retention Basin / Storage Tank.

COMPENSATION:

Total Change Order No. 9	\$	1,350.00
---------------------------------	-----------	-----------------

TERMS & CONDITIONS:

Our services have been provided per the Professional Services Agreement dated October 8, 2021, between Balfour Beatty and Huitt-Zollars.

AUTHORIZATION:

By signing this letter and returning it to our office, you acknowledge your acceptance of this request for change order. If you have any comments or questions about any aspect of this request for change order, please do not hesitate to give me a call.

Sincerely,

HUITT-ZOLLARS, INC.

BALFOUR BEATTY



Signature

Signature

Mike Franks

Printed Name

Printed Name

Project Manager

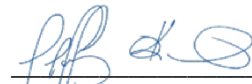
Title

Title

3/31/2023

Date

Date



Signature

Jeffrey Okamoto

Printed Name

Vice President

Title

3/31/2023

Date

R313694.02
11-28-2022
REVISED
4-03-2023

EXHIBIT "A"
LEGAL DESCRIPTION
DETENTION BASIN

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled "Thomas A.Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.", more particularity being a portion of the land described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County, described as follows:

Commencing at the intersection of the Northerly right of way line of La Puerta Avenue, 50.00 feet wide, and the Easterly right of way line of Driskill Street, 60.00 feet wide, as shown on Record of Survey, filed in Book 61, Page 81, of Records of Survey in said office of the County Recorder; thence along said Easterly right of way line North 00°00'30" East 313.76 feet; thence leaving said Easterly right of way line South 89°59'30" East 429.45 feet to the TRUE POINT OF BEGINNING; thence North 00°00'00" East 218.92 feet; thence North 90°00'00" East 79.39 feet; thence South 00°00'00" East 80.00 feet; thence North 90°00'00" West 29.79 feet; thence South 00°00'00" East 128.57 feet; thence North 90°00'00" West 5.61 feet; thence North 00°00'00" East 3.88 feet; thence North 90°00'00" West 4.49 feet; thence South 00°00'00" East 14.23 feet; thence North 90°00'00" West 39.50 feet to the TRUE POINT OF BEGINNING.

Containing an area of 13,120 square feet, more or less.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey

DAVID W. MACKEY, PLS 8912



SANTA LUCIA AVENUE

TRACT NO. 1363-2
33 M.R. 8-11 (MAPS)

TRACT NO. 1615-2



HAAZ WAY

GAUCHO WAY

FERRARA WAY

DRISKILL STREET

RECORD OF SURVEY

SUBDIVISION 33
RANCHO EL RIO DE
SANTA CLARA O' LA
COLONIA

SEE SHEET 3

SEE SHEET 2

N89°59'30"W 429.45'

T.P.O.B.

GRANT DEED
2659 O.R. 552

61 RS 81

51 M.R. 76-77 (MAPS)



P.O.C.

LA PUERTA AVENUE

TRACT 4884
125 M.R. 034 (MAPS)

REVISED: 4/3/2023

HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2603 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

David W. Mackey

4/3/2023

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

**EXHIBIT 'B'
DETENTION
BASIN**

SCALE 1"=150'

DRAWN BY DWM

DATE 11/28/2022

JOB NO. R313694.02

SEE SHEET 3

SHEET 2 OF 3

SUBDIVISION 33
RANCHO EL RIO DE SANTA
CLARA O' LA COLONIA

RECORD OF SURVEY



SCALE: 1"=20'

N00°00'00"E 218.92'

13,120 SQ.FT.

N90°00'00"W
29.79'

N00°00'00"E 128.57'

GRANT DEED
2659 O.R. 552

SEE SHEET 1

N89°59'30"W 429.45'

T.P.O.B.

N90°00'00"W
39.50'

N90°00'00"W
4.49'

N00°00'00"E
14.23'

N00°00'00"E 3.88'

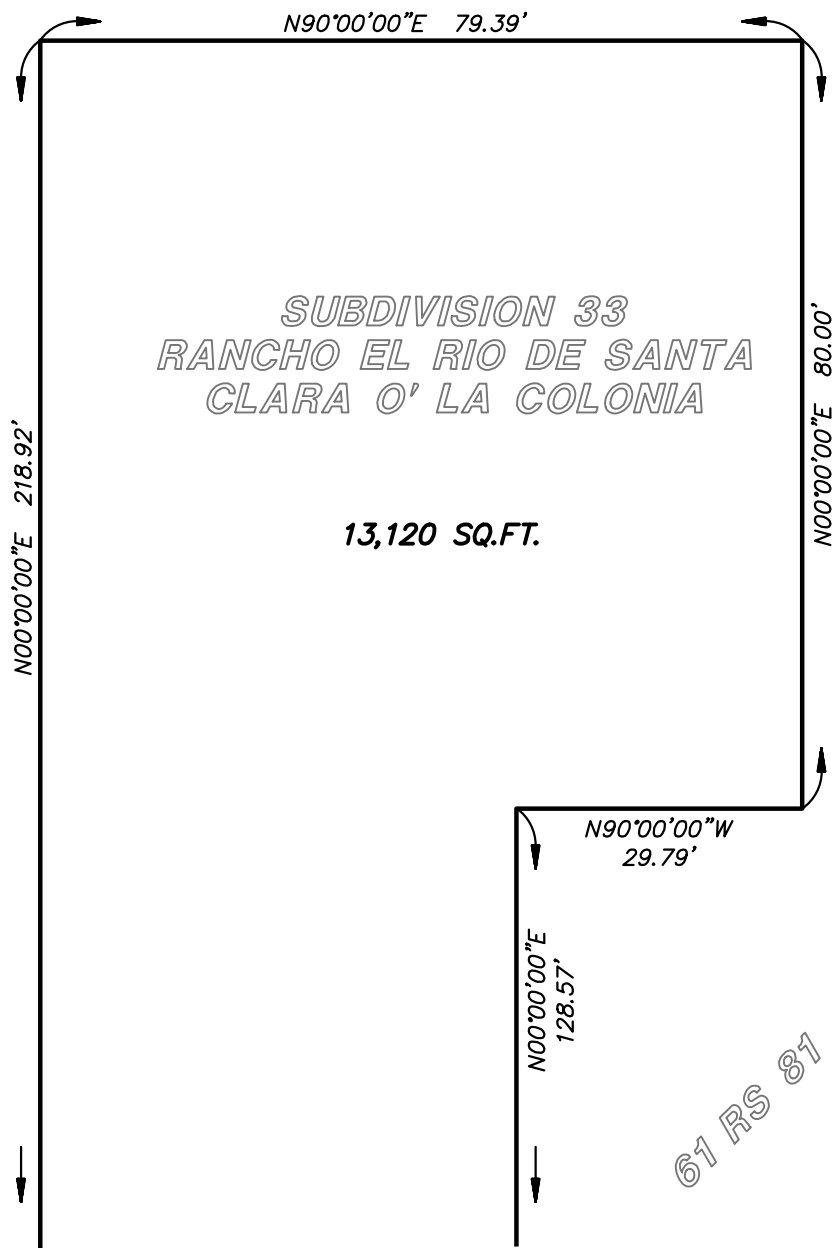
N90°00'00"W
5.61'

61 RS 81

RECORD OF SURVEY



SCALE: 1"=20'



GRANT DEED
2659 O.R. 552

61 RS 81

SEE SHEET 2

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	5-17-2023
Permit Number:	DSA# 03-119284	Change Event No.:	138 R1
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Rick Ostrander - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:			
Ref. Cost Event #138 R1/Offsite Improvement Allowance Draw Request #12 R1 - Bldg B Kitchen - Separate Domestic Water			
Provide labor, materials and equipment for the following:			
- Offsite work to install a separate 2" water line to Cafeteria in Building B.			
- Onsite work to install a separate 1.5" water line to supply the Cafeteria in Building B.			
A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A: \$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Burns Pacific (Labor)	\$	30,925.60	
Burns Pacific (Equipment)	\$	10,410.00	
Burns Pacific (Material)	\$	9,628.21	
Burns Pacific (O&P @ 15%)	\$	3,005.73	
Burns Pacific (Bond Fee @1.5%)	\$	809.54	
		Subtotal B: \$	54,779.08
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit* * N/A for Contingency Draw Requests			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	n/a		
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D: \$	-
E. Bond at 1%			
	\$	-	
		Subtotal E: \$	-
Grand Total = (A + B + C + D + E)		\$	54,779.08

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

 Print Name & Title (General Contractor)

Rafael Alamillo 2023-05-17

 Signature Date

CHANGE ORDER REQUEST WORKSHEET

BID FOR: Offsite Water Line to Cafeteria Building
LOCATION: Rose Ave. Elementary School

BID NO: 5769
COR NO: 11 OFFSITE
PO or RFI NO:

CONTACT: Balfour Beatty Construction LLC.
 13520 Evening Creek Drive, Suite 270
 San Diego, CA. 92128
 Rafael Alamillo ralamillo@balfourbeattyus.com

JOB NO: 21-17
PREVAILING WAGE:
BID DATE: 05/02/23

SCOPE OF WORK: Additional Labor and Materials for **Offsite work** to install a separate 2" water line to Cafeteria in Building A.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
----------	-----	----	------------	-------

WORK ITEMS:

- 1 Sawcutt
- 2 Asphalt Removal and Dump Fees
- 3 Excavation
- 4 Tie in to city water main
- 5 Concrete Slurry Backfill
- 6 Asphalt Paving

Proposal for Off-Site Work Only

ESTIMATED LABOR & EQUIPMENT COST:

1	FOREMAN	32	HRS	\$129.44	\$4,142.08
2	OPERATOR	32	HRS	\$126.55	\$4,049.60
3	LABORERS	64	HRS	\$98.03	\$6,273.92
4	TEAMSTER	16	HRS	\$99.72	\$1,595.52
				LABOR TOTAL	\$16,061.12

1	MOBILIZATION			\$200.00	\$0.00
2	CAT 305 MINI EXCAVATOR			\$80.00	\$0.00
3	CAT 420 BACKHOE	32	HRS	\$60.00	\$1,920.00
4	CAT 289D LOADER			\$80.00	\$0.00
5	WATER TRUCK			\$40.00	\$0.00
6	CREW TRUCK W/TOOLS	32	HRS	\$40.00	\$1,280.00
7	FLATBED DUMP TRUCK			\$40.00	\$0.00
8	FOREMAN TRUCK	62	HRS	\$25.00	\$1,550.00
9	T-29 3-AXLE DUMP TRUCK			\$50.00	\$0.00
10	T-31 4-AXLE DUMP TRUCK	16	HRS	\$60.00	\$960.00
11	ASPHALT ROLLER	1	DAY	\$200.00	\$200.00
12	AIR COMPRESSOR			\$50.00	\$0.00
13	(6) TRENCH PLATES	4	DAYS	\$40.00	\$160.00
				EQUIPMENT TOTAL	\$6,070.00

ESTIMATED MATERIAL COST

1	Concrete Slurry	5	CY	\$140.00	\$700.00
2	Asphalt	2	TON	\$100.00	\$200.00
3	Sand	2	TON	\$20.00	\$40.00
4	Sawcutt	1	LS	\$500.00	\$500.00
5	Dump Fees	1	EA	\$250.00	\$250.00
				MATERIAL	\$1,690.00

TAX 9.25% \$156.33
MATERIAL & TAX TOTAL \$1,846.33

	DIRECT COSTS SUBTOTAL	\$23,977.45
EQUIP & MATERIAL MARKUP	15%	<u>\$1,187.45</u>
	DIRECT COSTS TOTAL	\$25,164.89
BOND FEE	1.50%	<u>\$377.47</u>
	GRAND TOTAL	<u><u>\$25,542.37</u></u>

GENERAL EXCLUSIONS, QUALIFICATIONS & REMARKS:

1. ALL SPOILS GENERATED FROM EXCAVATION WILL BE LEVELED IN PLACE ONSITE WITH NO HAUL OFF.
2. BID IS BASED UPON UNSIGNED, PRELIMINARY PLANS.
3. BID WORKING NORMAL WORK HOURS 7AM TO 4PM
4. BID EXCLUDES PERMITS, FEES, ENGINEERING, SOIL TESTING AND BONDS.
5. BOND RATE 1.5% (IF APPLICABLE).
6. PRICE VALID FOR 30 DAYS.

CHANGE ORDER REQUEST WORKSHEET

BID FOR: Additional Water Line to Cafeteria Building
LOCATION: Rose Ave. Elementary School

BID NO: 5769
COR NO: 11 ONSITE Rev.
PO or RFI NO:

CONTACT: Balfour Beatty Construction LLC
 13520 Evening Creek Drive, Suite 270
 San Diego, CA. 92128
 Rafael Alamillo ralamillo@balfourbeattyus.com

JOB NO: 21-17
PREVAILING WAGE:
BID DATE: 05/16/23

SCOPE OF WORK: Additional Labor and Materials to install a separate 1.5" water line to supply the Cafeteria in Building B.

Onsite Work

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
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WORK ITEMS:

- 1 Excavation
- 2 Install Backflow and Meter
- 3 Install Sleeve at Gas Line
- 4 Crossing Over Water Line
- 5 Install Pipe to 5' from Building
- 6 Backfill and Compact
- 7 Testing

Proposal for On-Site Work Only
 Does not include concrete or landscape repair.

ESTIMATED LABOR & EQUIPMENT COST:

1	FOREMAN	32	HRS	\$129.44	\$4,142.08
2	OPERATOR	32	HRS	\$126.55	\$4,049.60
3	LABORERS	64	HRS	\$98.03	\$6,273.92
4	TEAMSTER	4	HRS	\$99.72	\$398.88
				LABOR TOTAL	\$14,864.48

1	MOBILIZATION			\$200.00	\$0.00
2	CAT 305 MINI EXCAVATOR			\$80.00	\$0.00
3	CAT 420 BACKHOE	32	HRS	\$60.00	\$1,920.00
4	CAT 289D LOADER			\$80.00	\$0.00
5	WATER TRUCK			\$40.00	\$0.00
6	CREW TRUCK W/TOOLS	32	HRS	\$40.00	\$1,280.00
7	FLATBED DUMP TRUCK			\$40.00	\$0.00
8	FOREMAN TRUCK	32	HRS	\$25.00	\$800.00
9	T-29 3-AXLE DUMP TRUCK			\$50.00	\$0.00
10	T-31 4-AXLE DUMP TRUCK	4		\$60.00	\$240.00
11	WACKER	1	DAY	\$100.00	\$100.00
12	AIR COMPRESSOR			\$50.00	\$0.00
13	(6) TRENCH PLATES			\$30.00	\$0.00
				EQUIPMENT TOTAL	\$4,340.00

ESTIMATED MATERIAL COST

1	Famcon Order Number	1	LS	\$6,673.00	\$6,673.00
2	Sand	10	TON	\$20.00	\$200.00
3	Concrete	1	CY	\$250.00	\$250.00
4					\$0.00
5					\$0.00
				MATERIAL	\$7,123.00
				TAX 9.25%	\$658.88
				MATERIAL & TAX TOTAL	\$7,781.88

	DIRECT COSTS SUBTOTAL	\$26,986.36
EQUIP & MATERIAL MARKUP	15%	<u>\$1,818.28</u>
	DIRECT COSTS TOTAL	\$28,804.64
BOND FEE	1.50%	<u>\$432.07</u>
	GRAND TOTAL	<u><u>\$29,236.71</u></u>

GENERAL EXCLUSIONS, QUALIFICATIONS & REMARKS:

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2. BID IS BASED UPON UNSIGNED, PRELIMINARY PLANS.
3. BID WORKING NORMAL WORK HOURS 7AM TO 4PM
4. BID EXCLUDES PERMITS, FEES, ENGINEERING, SOIL TESTING AND BONDS.
5. BOND RATE 1.5% (IF APPLICABLE).
6. PRICE VALID FOR 30 DAYS.



220 S. Driskill St, Oxnard, CA 93030

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This drawing has been prepared solely for the intended use. No other reproduction or distribution for any purpose other than authorized by the Client is permitted. Within dimensions shall have precedence over verbal descriptions. Construction shall verify and be responsible for all dimensions and conditions on the job, and all changes shall be submitted to the Designer. Any changes shall be submitted to the Designer for approval and shall be indicated on the drawing. This drawing shall be submitted to the Client for approval and shall be indicated on the drawing. This drawing shall be submitted to the Client for approval and shall be indicated on the drawing.

ISSUES table with columns: NO., ISSUANCE, DATE. Row 1A: ADDENDUM 1, 06/16/21

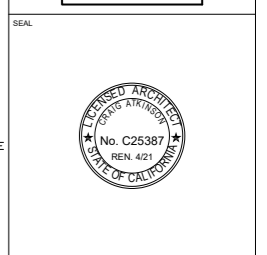
- CONSTRUCTION NOTES: 1. INSTALL 6" ABS SANITARY SEWER PIPE AT 1% MINIMUM SLOPE. 2. CONNECT TO BUILDING SEWER. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS. 3. CONNECT TO CITY SEWER MAIN LINE PER STD. PLATE 405. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD. 4. INSTALL CLEANOUT. SEE DETAIL 5 ON SHEET C202. 5. INSTALL 3" PVC SCH40 DOMESTIC WATER LINE. 6. CONNECT TO BUILDING DOMESTIC WATER. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS. 7. CONNECT TO CITY WATER MAIN LINE PER STD. PLATE 310. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD. 8. INSTALL 3" REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS OR APPROVED EQUAL. SEE CITY OF OXNARD STANDARD PLAN PLATE 310. 9. INSTALL PVC FIRE WATER LINE, PER AWWA C-900, CLASS 200 W/ D.I. FITTINGS. SIZE PER PLAN. 10. CONNECT TO BUILDING FIRE RISER. COORDINATE SIZE AND LOCATION WITH FIRE SPRINKLER/PLUMBING PLANS. 11. INSTALL 6" DOUBLE DETECTOR CHECK ASSEMBLY WITH FDC, WILKINS MODEL 3500A OR APPROVED EQUAL. INSTALL TAMPER SWITCH AND CHAIN & LOCK BOX TO SECURE THE VALVES IN OPEN POSITION. SEE DETAIL 8 ON SHEET C202 AND CITY OF OXNARD STANDARD PLAN PLATE 311. 12. FIRE DEPARTMENT CONNECTION (FDC). 13. INSTALL THRUST BLOCK. SEE DETAIL 6 ON SHEET C202. 14. INSTALL HDPE STORM DRAIN PIPE. SIZE PER PLAN. 15. INSTALL HDPE PERFORATED PIPE PER DETAIL 3 ON SHEET C202. SIZE PER PLAN. 16. INSTALL BUBBLER CATCH BASIN WITH FILTER INSERT PER DETAIL 4 ON SHEET C202. SIZE PER PLAN. 17. INSTALL PARKWAY DRAIN PER STREET IMPROVEMENT PLANS. 18. INSTALL 12"x12" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OR APPROVED EQUAL. 19. INSTALL 6" AREA DRAIN PER NDS PRODUCT OR APPROVED EQUAL. 20. CONNECT TO BUILDING GAS. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS. 21. INSTALL GAS LINE. SEE PLUMBING PLANS FOR SIZES AND MATERIALS. 22. CONNECT TO GAS MAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH GAS PURVEYOR. 23. INSTALL GAS METER PER PLUMBING PLAN. 24. INSTALL WATER METER. COORDINATE WITH CITY OF OXNARD. 25. INSTALL GREASE INTERCEPTOR PER PLUMBING PLAN. 26. INSTALL NEW FIRE HYDRANT PER CITY OF OXNARD STANDARD PLATE 300. 27. INSTALL 24"x24" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OR APPROVED EQUAL. 28. EXISTING 3" IRRIGATION LINE. SEE LANDSCAPE PLANS FOR CONTINUATION. 29. INSTALL STORMTECH INFILTRATION STRUCTURE PER SHEET C203. 30. INSTALL CURB DRAIN PER STREET IMPROVEMENT PLANS. 31. CONNECT TO PLAYGROUND'S SUBDRAINAGE. COORDINATE SIZE AND LOCATION WITH LANDSCAPE PLANS. 32. ENCASE PIPE WITH CONCRETE. 33. INSTALL NYLOPLAST MANHOLE STRUCTURE PER DETAIL 7 SHEET C202. 34. INSTALL 1" PVC SCH40 DOMESTIC WATER LINE. 35. INSTALL 3" ABS SANITARY SEWER PIPE AT 1% MINIMUM SLOPE. 36. CONNECT TO DRINKING FOUNTAIN. 37. CONNECT TO CITY STORM DRAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD. 38. INSTALL 1-1/2" REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS OR APPROVED EQUAL. 39. NEW DOMESTIC WATER SERVICE AND METER PER STD. PLATE 304. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD. 40. RELOCATED 3" IRRIGATION BACKFLOW PREVENTER AND METER. CONNECT TO EXISTING IRRIGATION LINE. 41. INSTALL 1-1/2" PVC SCH40 DOMESTIC WATER LINE.

CONSULTANTS
BRANDOW & JOHNSTON
STRUCTURAL-CIVIL ENGINEERS (BAJ INC, INC.)
700 S FLOWER ST PHOENIX, LOS ANGELES, CA 90017
T: (310) 586-4000 WWW.BJCE.COM



AGENCY INFORMATION
AGENCY TRACKING NO: 72598-107 FILE NO: 99-22
IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
No. C25387
AC: FL: SS
DATE:

PRIME CONSULTANT
IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
Tel: (213) 769-0011 Fax: (213) 769-0016
ibigroup.com



PROJECT
ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST.
OXNARD, CA 93030

PROJECT INFORMATION table with fields: PROJECT NO: 109990, DRAWN BY, CHECKED BY, PROJECT MGR, APPROVED BY, SCALE, DATE: 06/05/2019, SHEET TITLE: UTILITY PLAN

CONSTRUCTION NOTES:

- 1. INSTALL 6" ABS SANITARY SEWER PIPE AT 1% MINIMUM SLOPE. 2. CONNECT TO BUILDING SEWER. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS. 3. CONNECT TO CITY SEWER MAIN LINE PER STD. PLATE 405. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD. 4. INSTALL CLEANOUT. SEE DETAIL 5 ON SHEET C202. 5. INSTALL 3" PVC SCH40 DOMESTIC WATER LINE. 6. CONNECT TO BUILDING DOMESTIC WATER. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS. 7. CONNECT TO CITY WATER MAIN LINE PER STD. PLATE 310. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD. 8. INSTALL 3" REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS OR APPROVED EQUAL. SEE CITY OF OXNARD STANDARD PLAN PLATE 310. 9. INSTALL PVC FIRE WATER LINE, PER AWWA C-900, CLASS 200 W/ D.I. FITTINGS. SIZE PER PLAN. 10. CONNECT TO BUILDING FIRE RISER. COORDINATE SIZE AND LOCATION WITH FIRE SPRINKLER/PLUMBING PLANS. 11. INSTALL 6" DOUBLE DETECTOR CHECK ASSEMBLY WITH FDC, WILKINS MODEL 3500A OR APPROVED EQUAL. INSTALL TAMPER SWITCH AND CHAIN & LOCK BOX TO SECURE THE VALVES IN OPEN POSITION. SEE DETAIL 8 ON SHEET C202 AND CITY OF OXNARD STANDARD PLAN PLATE 311. 12. FIRE DEPARTMENT CONNECTION (FDC). 13. INSTALL THRUST BLOCK. SEE DETAIL 6 ON SHEET C202. 14. INSTALL HDPE STORM DRAIN PIPE. SIZE PER PLAN. 15. INSTALL HDPE PERFORATED PIPE PER DETAIL 3 ON SHEET C202. SIZE PER PLAN. 16. INSTALL BUBBLER CATCH BASIN WITH FILTER INSERT PER DETAIL 4 ON SHEET C202. SIZE PER PLAN. 17. INSTALL PARKWAY DRAIN PER STREET IMPROVEMENT PLANS. 18. INSTALL 12"x12" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OR APPROVED EQUAL. 19. INSTALL 6" AREA DRAIN PER NDS PRODUCT OR APPROVED EQUAL. 20. CONNECT TO BUILDING GAS. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS. 21. INSTALL GAS LINE. SEE PLUMBING PLANS FOR SIZES AND MATERIALS. 22. CONNECT TO GAS MAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH GAS PURVEYOR. 23. INSTALL GAS METER PER PLUMBING PLAN. 24. INSTALL WATER METER. COORDINATE WITH CITY OF OXNARD. 25. INSTALL GREASE INTERCEPTOR PER PLUMBING PLAN. 26. INSTALL NEW FIRE HYDRANT PER CITY OF OXNARD STANDARD PLATE 300. 27. INSTALL 24"x24" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OR APPROVED EQUAL. 28. EXISTING 3" IRRIGATION LINE. SEE LANDSCAPE PLANS FOR CONTINUATION. 29. INSTALL STORMTECH INFILTRATION STRUCTURE PER SHEET C203. 30. INSTALL CURB DRAIN PER STREET IMPROVEMENT PLANS. 31. CONNECT TO PLAYGROUND'S SUBDRAINAGE. COORDINATE SIZE AND LOCATION WITH LANDSCAPE PLANS. 32. ENCASE PIPE WITH CONCRETE. 33. INSTALL NYLOPLAST MANHOLE STRUCTURE PER DETAIL 7 SHEET C202. 34. INSTALL 1" PVC SCH40 DOMESTIC WATER LINE. 35. INSTALL 3" ABS SANITARY SEWER PIPE AT 1% MINIMUM SLOPE. 36. CONNECT TO DRINKING FOUNTAIN. 37. CONNECT TO CITY STORM DRAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD. 38. INSTALL 1-1/2" REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS OR APPROVED EQUAL. 39. NEW DOMESTIC WATER SERVICE AND METER PER STD. PLATE 304. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD. 40. RELOCATED 3" IRRIGATION BACKFLOW PREVENTER AND METER. CONNECT TO EXISTING IRRIGATION LINE. 41. INSTALL 1-1/2" PVC SCH40 DOMESTIC WATER LINE.

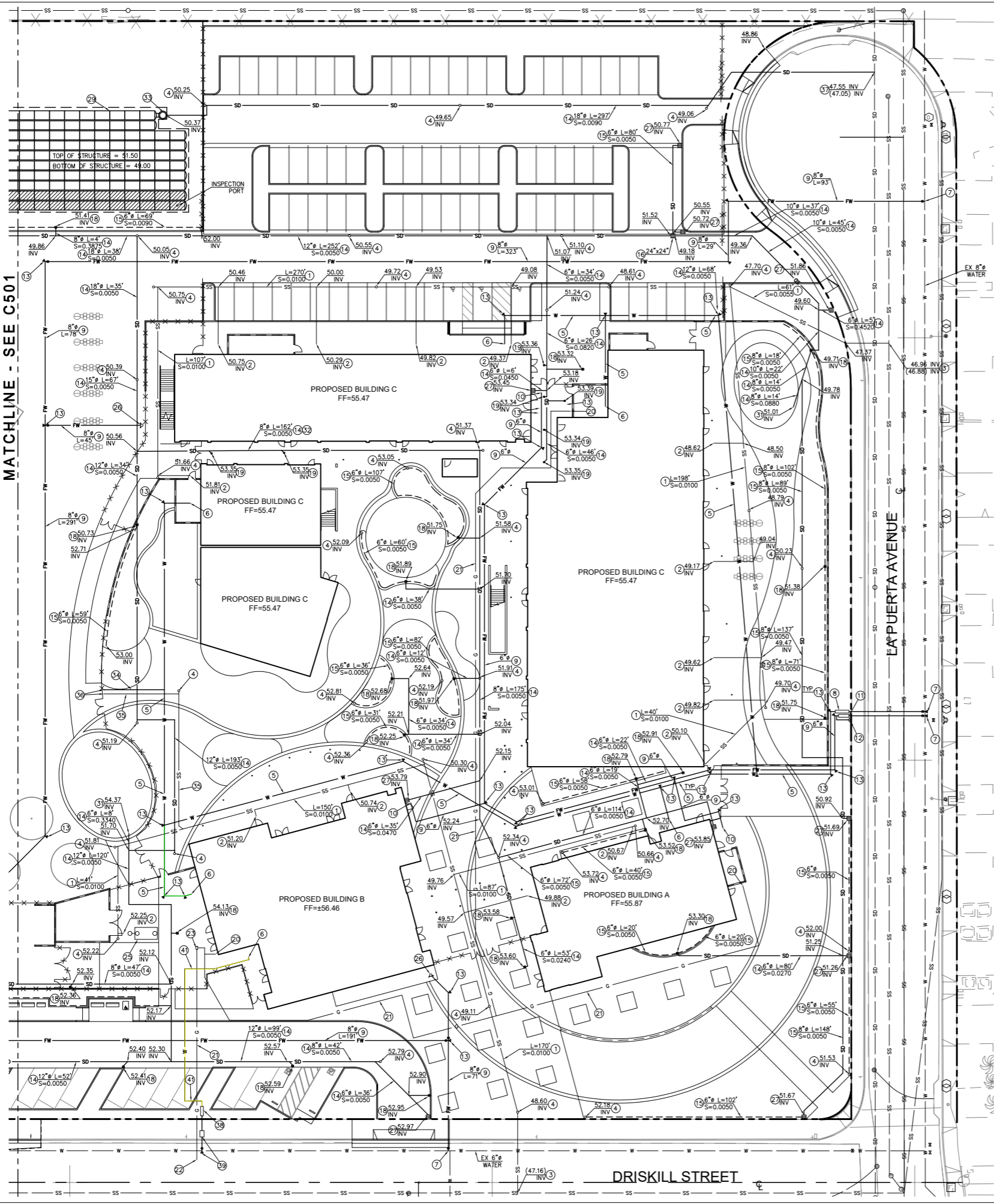
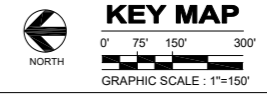
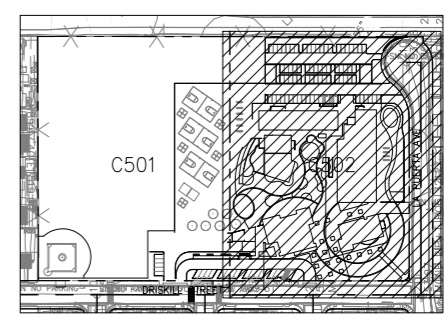
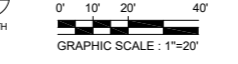
SHEET NOTE:

- 1. FOR PIPE TRENCHING DETAIL: FLEXIBLE PIPE, SEE DETAIL 1 ON SHEET C202. WATER/GAS PIPE, SEE DETAIL 2 ON SHEET C202.

LEGEND

Legend table with symbols for: PROPERTY LINE, CENTER LINE, LIMITS OF BUILDING, OVEREXCAVATION, FENCE, PERFORATED PIPE, GAS MAIN, SANITARY SEWER, STORM DRAIN, WATER MAIN, RECLAIMED WATER, FIRE WATER, ELECTRIC CABLE, TELEPHONE, EXIST. GAS MAIN, EXIST. SANITARY SEWER, EXIST. STORM DRAIN, EXIST. WATER MAIN, EXIST. RECLAIMED WATER, EXIST. FIRE WATER, EXIST. ELECTRIC U/G CABLE, EXIST. TELEPHONE, ADA PATH OF TRAVEL, EXISTING RETAINING WALL, EXISTING SCREEN WALL, EXISTING VALVE, EXISTING FIRE HYDRANT

UTILITY PLAN



MATCHLINE - SEE C501

DRISKILL STREET

LA PUERTA AVENUE

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to revise the following language to SECTION 1 of the Agreement:

H. Site. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents (\$1,695,042.00)**, and, (2) Sublease Payments in the amount of **\$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

The Parties agree to add the following language to SECTION 5 of the Agreement:

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign **Leon Cavallo** as Project Manager/Superintendent for the Project. So long as **Leon Cavallo** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

APPROVED:

Balfour Beatty Construction, LLC:



Signature

Brian H. Cahill President, California Division
Typed Name/Title

09/28/2021
Date

OXNARD SCHOOL DISTRICT:



Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

10-7-2021
Date

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT A

Scope of Work

DRAWINGS

Plan Sheets Prepared by IBI Architects, Architects Project No 109990, DSA No 03-119284, DSA Approval July 10, 2019

PROJECT DESCRIPTION

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1**, (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2**, (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**.

Contract Documents Listed

1. Specifications

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification

23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
GENERAL	G1100A	BUILDING A - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
CIVIL	C101	TITLE SHEET AND GENERAL NOTES
CIVIL	C201	TYPICAL DETAILS
CIVIL	C202	TYPICAL DETAILS
CIVIL	C203	TYPICAL DETAILS
CIVIL	C301	DEMOLITION PLAN
CIVIL	C302	DEMOLITION PLAN
CIVIL	C400	OVERALL SITE
CIVIL	C401	GRADING PLAN
CIVIL	C402	GRADING PLAN
CIVIL	C403	GRADING PLAN
CIVIL	C404	GRADING PLAN
CIVIL	C405	GRADING PLAN
CIVIL	C406	GRADING PLAN
CIVIL	C407	GRADING PLAN
CIVIL	C408	GRADING PLAN
CIVIL	C409	GRADING PLAN
CIVIL	C501	GRADING PLAN
CIVIL	C502	UTILITY PLAN
CIVIL	C601	UTILITY PLAN
LANDSCAPE	L1.01	EROSION GONTROL PLAN
LANDSCAPE	L1.02	LANDSCAPE CONSTRUCTION PLAN
LANDSCAPE	L1.03	PLANTING PLAN
LANDSCAPE	L2.01	PLANTING PLAN
LANDSCAPE	L2.02	IRRIGATION PLAN
LANDSCAPE	L3.01	IRRIGATION PLAN
LANDSCAPE	L3.02	LANDSCAPE DETAILS
ARCHITECTURAL	A1100	LANDSCAPE DETAILS
ARCHITECTURAL	A1201	OVERALL SITE PLAN
ARCHITECTURAL	A1202	SITE ENLARGED PLAN - NORTH-EAST
ARCHITECTURAL	A1203	SITE ENLARGED PLAN - SOUTH-EAST
ARCHITECTURAL	A1204	SITE ENLARGED PLAN - SOUTH-WEST
ARCHITECTURAL	A1301	SITE ENLARGED PLAN - NORTH-WEST

ARCHITECTURAL	A1302	ENLARGED SERVICE YARDS ENLARGED PLAYGROUNDS
ARCHITECTURAL	A1303	ENLARGED SERVICE YARDS AND CANOPY
ARCHITECTURAL	A2310A	BUILDING A - FLOOR PLANS AND ENLARGED PLANS
ARCHITECTURAL	A2311A	BUILDING A - FLOOR FINISH PLAN
ARCHITECTURAL	A2710A	BUILDING A - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810A	BUILDING A - ROOF PLAN
ARCHITECTURAL	A3001A	BUILDING A - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001A	BUILDING A - SECTIONS
ARCHITECTURAL	A4010A	BUILDING A - WALL SECTIONS
ARCHITECTURAL	A6010A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6013A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A9101A	BUILDING A - ROOM FINISH, DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310B	BUILDING B - FLOOR PLAN
ARCHITECTURAL	A2311B	BUILDING B - DIMENSION FLOOR PLAN
ARCHITECTURAL	A2312B	BUILDING B - FLOOR FINISH PLAN
ARCHITECTURAL	A2710B	BUILDING B - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810B	BUILDING B - ROOF PLAN
ARCHITECTURAL	A3001B	BUILDING B - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001B	BUILDING B - SECTIONS
ARCHITECTURAL	A4010B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A4011B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A5010B	BUILDING B - PARTIAL FLOOR PLANS
ARCHITECTURAL	A6010B	BUILDING B INTERIOR ELEVATIONS
ARCHITECTURAL	A6011B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A8601	OPENINGS
ARCHITECTURAL	A9101B	BUILDING B - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201B	BUILDING B - DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310C	BUILDING C - FIRST FLOOR PLAN - NORTH
ARCHITECTURAL	A2311C	BUILDING C - FIRST FLOOR PLAN - SOUTH
ARCHITECTURAL	A2312C	BUILDING C - FIRST FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2313C	BUILDING C - FIRST FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2314C	BUILDING C - FIRST FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2315C	BUILDING C - FIRST FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2320C	BUILDING C - SECOND FLOOR PLAN - NORTH
ARCHITECTURAL	A2321G	BUILDING C - SECOND FLOOR PLAN - SOUTH
ARCHITECTURAL	A2322C	BUILDING C - SECOND FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2323C	BUILDING C - SECOND FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2324C	BUILDING C - SECOND FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2325C	BUILDING C - SECOND FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2710C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - NORTH

ARCHITECTURAL	A2711C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2720C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - NORTH
ARCHITECTURAL	A2721C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2810C	BUILDING C - ROOF PLAN - NORTH
ARCHITECTURAL	A2811C	BUILDING C - ROOF PLAN - SOUTH
ARCHITECTURAL	A3001C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3002C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3003C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001C	BUILDING C - SECTIONS
ARCHITECTURAL	A4002C	BUILDING C – SECTIONS
ARCHITECTURAL	A4010C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A4011C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A5001C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A5002C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A6010C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012C	BUILDING C - Interior ELEVATIONS
ARCHITECTURAL	A6013C	BUILDING C INTERIOR ELEVATIONS
ARCHITECTURAL	A6014C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6015C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6016C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A9101C	BUILDING C - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201C	BUILDING C - DOOR SCHEDULES
ARCHITECTURAL	A9202C	BUILDING C - WINDOW SCHEDULE
ARCHITECTURAL	A8001	SITE DETAILS
ARCHITECTURAL	A8002	SITE DETAILS
ARCHITECTURAL	A8003	SITE DETAILS
ARCHITECTURAL	A8100	PLAN DETAILS
ARCHITECTURAL	A8200	WALL TYPES
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A8300	CEILING DETAILS
ARCHITECTURAL	A8400	ROOF DETAILS
ARCHITECTURAL	A8401	ROOF DETAILS
ARCHITECTURAL	A8402	ROOF DETAIL AND RUNNEL DETAILS
ARCHITECTURAL	A8500	INTERIOR DETAILS
ARCHITECTURAL	A8501	INTERIOR DETAILS
ARCHITECTURAL	A8600	OPENING DETAILS
ARCHITECTURAL	A8601	OPENING DETAILS
ARCHITECTURAL	A8602	OPENING DETAILS
ARCHITECTURAL	A8700	ACCESSIBILITY DETAILS
ARCHITECTURAL	A8800	STAIR & GUARDRAIL DETAILS
STRUCTURAL	S0001	STRUCTURAL NOTES
STRUCTURAL	S0002	STRUCTURAL NOTES
STRUCTURAL	S0003	STRUCTURAL NOTES

STRUCTURAL	S1101	TYP. FOUNDATION DETAILS
STRUCTURAL	S1102	TRASH ENCLOSURE
STRUCTURAL	S1103	SITE DETAILS
STRUCTURAL	S2111A	BUILDING A - FOUNDATION PLAN
STRUCTURAL	S2711A	BUILDING A - CEILING FRAMING PLAN
STRUCTURAL	S2811A	BUILDING A - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812A	BUILDING A ROOF FRAMING PLAN
STRUCTURAL	S3201A	BUILDING A - FRAME ELEVATION
STRUCTURAL	S9101A	BUILDING A - SCHEDULES
STRUCTURAL	S2111B	BUILDING B - FOUNDATION PLAN
STRUCTURAL	S2711B	BUILDING B - CEILING FRAMING PLAN
STRUCTURAL	S2811B	BUILDING B - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812B	BUILDING B - ROOF FRAMING PLAN
STRUCTURAL	S3201B	BUILDING B - FRAME ELEVATIONS
STRUCTURAL	S9101B	BUILDING B - SCHEDULES
STRUCTURAL	S2111C	BUILDING C - FOUNDATION PLAN
STRUCTURAL	S2112C	BUILDING C - FOUNDATION PLAN SOUTH
STRUCTURAL	S2311C	BUILDING C - FLOOR FRAMIING PLAN - NORTH
STRUCTURAL	S2312C	BUILDING C - FLOOR FRAMING PLAN - SOUTH
STRUCTURAL	S2711C	BUILDING C - FIRST FLOOR CEIING FRAMING PLAN - NORTH
STRUCTURAL	S2712C	BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2713C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - NORTH
STRUCTURAL	S2714C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2811C	BUILDING C - ROOF FRAMING PLAN - NORTH
STRUCTURAL	S2812C	BUILDING C - ROOF FRAMING PLAN - SOUTH
STRUCTURAL	S3201C	BUILDING C - FRAI\IE ELEVATIONS
STRUCTURAL	S3202C	BUILDING C - FRAME ELEVATIONS
STRUCTURAL	S9101C	BUILDING C - SCHEDULES
STRUCTURAL	S5001	STAIR FRAMING AND DETAILS
STRUCTURAL	S5002	STRUCTURAL DETAILS
STRUCTURAL	S8011	TYP. FOUNDATION DETAILS
STRUCTURAL	S8012	FOUNDATION DETAILS
STRUCTURAL	S8013	FOUNDATION DETAILS
STRUCTURAL	S8111	DECK DETAILS
STRUCTURAL	S8112	FRAMING DETAILS
STRUCTURAL	S8113	FRAMING DETAILS
STRUCTURAL	S8114	FRAMING DETAILS
STRUCTURAL	S8211	STEEL DETAILS
STRUCTURAL	S8212	W.S.M.F. DETAILS
STRUCTURAL	S8213	SIMPSON YIELD LINK DET
STRUCTURAL	S8311	AIL LIGHT GAGE DETAILS
STRUCTURAL	S8312	LIGHT GAGE DETAILS
STRUCTURAL	S8313	STRUCTURAL DETAILS
STRUCTURAL	S8314	LIGHT GAGE DETAILS

STRUCTURAL	S8411	STRUCTURAL DETAILS SPRINKLER BRACING
PLUMBING	P1001	PLUMBING GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
PLUMBING	P1002	PLUMBING SIZING CALCULATIONS
PLUMBING	P1003	PLUMBING SCHEDULES
PLUMBING	FP1004	FIRE PROTECTION SITE PLAN
PLUMBING	P1004	PLUMBING SITE PLAN
PLUMBING	P2311A	BUILDING A - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312A	BUILDING A - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313A	BUILDING A - PLUMBING ENLARGED PLANS
PLUMBING	P2314A	BUILDING A - PLUMBING ROOF PLAN
PLUMBING	F2311A	BUILDING A - FIRE PROTECTION PLAN
PLUMBING	P2311B	BUILDING B - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312B	BUILDING B - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313B	BUILDING B - PLUMBING ENLARGED PLANS
PLUMBING	P2314B	BUILDING B - KITCHEN ENLARGED PLANS
PLUMBING	P2315B	BUILDING B - PLUMBING ROOF PLAN
PLUMBING	F2311B	BUILDING B - FIRE PROTECTION PLAN
PLUMBING	P2311C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 2
PLUMBING	P2313C	BUILDING C - DOMESTIC WATER ENLARGED PLANS
PLUMBING	P2321C	BUILDING C - SANITARY PLAN - LEVEL 1
PLUMBING	P2322C	BUILDING C - SANITARY PLAN - LEVEL 2
PLUMBING	P2323C	BUILDING C - SANITARY ENLARGED PLANS
PLUMBING	P2324C	BUILDING C - PLUMBING ROOF PLAN
PLUMBING	F2311C	BUILDING C - FIRE PROTECTION - LEVEL 1
PLUMBING	F2312C	BUILDING C - FIRE PROTECTION - LEVEL 2
PLUMBING	P4101	PLUMBING DETAILS
PLUMBING	P4102	PLUMBING DETAILS
PLUMBING	P4103	PLUMBING DETAILS
PLUMBING	P4104	SITE GAS RISERS DIAGRAM
PLUMBING	FP4101	FIRE PROTECTION DETAILS
PLUMBING	FP4102	FIRE PROTECTION
MECHANICAL	M1001	GENERAL NOTES
MECHANICAL	M1002	SYMBOLS & ABBREVIATIONS
MECHANICAL	M1003	MECHANICAL SCHEDULE
MECHANICAL	M1004	MECHANICAL SCHEDULE
MECHANICAL	M2311A	BUILDING A - MECHANICAL FLOOR PLAN
MECHANICAL	M2312A	BUILDING A - REFRIGERATION PIPING FIRST FLOOR PLAN
MECHANICAL	M2321A	BUILDING A - MECHANICAL ROOF PLAN
MECHANICAL	M2311B	BUILDING B - MECHANICAL FLOOR PLAN
MECHANICAL	M2321B	BUILDING B - MECHANICAL ROOF PLAN
MECHANICAL	M2322B	BUILDING B - MECHANICAL 3D SECTIONS
MECHANICAL	M2311C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 1
MECHANICAL	M2321C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 2

MECHANICAL	M2322C	BUILDING C - TYPICAL ENLARGED CLASSROOM MECHANICAL PLAN
MECHANICAL	M3101	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3102	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3103	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3104	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3105	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3106	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3107	CLASSROOM\I BLDG VRF SYSTEM
MECHANICAL	M3108	ADMIN BLDG VBF SYSTEM
MECHANICAL	M4101	MECHANICAL DETAILS
MECHANICAL	M4102	MECHANICAL DETAILS
MECHANICAL	M4103	MECHANICAL DETAILS
MECHANICAL	M4104	MECHANICAL DETAILS
MECHANICAL	M4105	MECHANICAL DETAILS
MECHANICAL	M4106	MECHANICAL DETAILS
MECHANICAL	M4107	MECHANICAL DETAILS
MECHANICAL	M4108	I\IECHANICAL DETAILS
MECHANICAL	IVI5101	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5102	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5103	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5104	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5105	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5106	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5107	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5108	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5109	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5110	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5111	ADMINISTRATION BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5112	ADMINISTRATION BLDG T24 COMPLIANCE REPORT
ELECTRICAL	E0001	GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
ELECTRICAL	E0002	ELECTRICAL SYMBOL LIST
ELECTRICAL	E0003	FIRE ALARM SYMBOL LIST6
ELECTRICAL	E0004	LIGHTING FIXTURE SCHEDULE
ELECTRICAL	E0005	CABLE SCHEDULE
ELECTRICAL	E0006	MECHANICAL SCHEDULE
ELECTRICAL	E1001	SITE LIGHTING PLAN
ELECTRICAL	E1002	SITE LIGHTING CALC NORMAL PLAN
ELECTRICAL	E1003	SITE LIGHTING CALC EGRESS PLAN
ELECTRICAL	E1004	SITE POWER PLAN
ELECTRICAL	E1005	SITE SIGNAL PLAN
ELECTRICAL	E2311A	BUILDING A FIRST FLOOR POWER PLAN
ELECTRICAL	E2321A	BUILDING A - ROOF POWER PLAN
ELECTRICAL	E2411A	BUILDING A FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511A	BUILDING A - FIRST FLOOR SIGNAL PLAN

ELECTRICAL	E2711A	BUILDING A - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712A	BUILDING A - FIRST FLOOR LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713A	BUILDING A - FIRST FLORR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011A	BUILDING A - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311B	BUILDING B - FIRST FLOOR POWER PLAN
ELECTRICAL	E2321B	BUILDING B - ROOF POWER PLAN
ELECTRICAL	E2411B	BUILDING B FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511B	BUILDING B - FIRST FLOOR SIGNAL PLAN
ELECTRICAL	E2711B	BUILDING B - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712B	BUILDING B - LIGHTING CLAC NORMAL PLAN
ELECTRICAL	E2713B	BUILDING B - FIRST FLOOR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011B	BUILDING B - ENLARGED FOOD SERVICE PLAN
ELECTRICAL	E5012B	BUILDING B - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311C	BUILDING C - LEVEL 1 POWER PLAN
ELECTRICAL	E2321C	BUILDING C - LEVEL 2 POWER PLAN
ELECTRICAL	E2411C	BUILDING C - FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2421C	BUILDING C - LEVEL 2 FIRE ALARM PLAN
ELECTRICAL	E2511C	BUILDING C - LEVEL 1 SIGNAL PLAN
ELECTRICAL	E2521C	BUILDING C - LEVEL 2 SIGNAL PLAN
ELECTRICAL	E2711C	BUILDING C - LEVEL 1 LIGHTING PLAN
ELECTRICAL	E2712C	BUILDING C - LEVEL 1 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713C	BUILDING C - LEVEL 1 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E2721C	BUILDING C - LEVEL 2 LIGHTING PLAN
ELECTRICAL	E2722C	BUILDING C - LEVEL 2 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2723C	BUILDING C - LEVEL 2 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011C	BUILDING C - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E4001	SINGLE LINE DIAGRAM
ELECTRICAL	E4002	SIGNAL & SECURITY SYSTEM BLOCK RISER DIAGRAM
ELECTRICAL	E4003	SIGNAL RISER DIAGRAM
ELECTRICAL	E4004	SECURITY SYSTEM RISER DIAGRAM
ELECTRICAL	E4005	TYPICAL CLASSROOM AV RISER DIAGRAM
ELECTRICAL	E4006	FIRE ALARM RISER DIAGRAM
ELECTRICAL	E4007	FIRE ALARM VOLTAGE DROP CALCULATIONS
ELECTRICAL	E4008	FIRE ALARM BATTERY CALCULATIONS
ELECTRICAL	E8001	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8002	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8003	ELECTRICAL DETAILS - PENETRATION
ELECTRICAL	EB004	ELECTRICAL DETAILS - GROUNDING
ELECTRICAL	E8005	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8006	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8007	ELEGTRICAL DETAILS – FIRE ALARM
ELECTRICAL	E8008	ELECTRICAL DETAILS - FIRE ALARM
ELECTRICAL	E8009	ELECTRICAL DETAILS - MISCELLANEOUS
ELECTRICAL	E8010	ELECTRICAL DETAILS - SIGNAL

ELECTRICAL	E9001A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9002A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9001B	BUILDING B - PANEL SCHEDULES
ELECTRICAL	E9002B	BUILDING B - PANEL SCHEDULES
ELECTRICAL	E9001C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9002C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9003C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9101	SITE TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9102	BUILDING A - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9103	BUILDING A - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9104	BUILDING B - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9105	BUILDING B - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9106	BUILDING C - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9107	BUILDING C - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9108	ELECTRICAL POWER DISTRIBUTION TITLE 24 COMPLIANCE FORMS
FOOD SERVICES	FS-100B	BUILDING B - SYMBOLS, NOTES, & INDEX
FOOD SERVICES	FS-101B	BUILDING B - EQUIPMENT FLOOR PLAN
FOOD SERVICES	FS-102B	BUILDING B - EQUIPMENT ROOF PLAN
FOOD SERVICES	FS-201B	BUILDING B - EQUIPMENT SCHEDULE
FOOD SERVICES	FS-301B	BUILDING B - PLUMBING PLAN
FOOD SERVICES	FS-401B	BUILDING B - ELECTRICAL PLAN
FOOD SERVICES	FS-501B	BUILDING B - REFRIGERATION & CONDUIT PLAN
FOOD SERVICES	FS-502B	BUILDING B - REFRIGERATION DETAILS
FOOD SERVICES	FS-601B	BUILDING B - BUILDING WORKS & EXHAUST PLAN
FOOD SERVICES	FS-602B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-603B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-604B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-605B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-701B	EQUIPMENT
FOOD SERVICES	FS-801B	BUILDING B - CONSTRUCTION DETAILS
FOOD SERVICES	FS-802B	SMACNA DETAILS
FOOD SERVICES	FS-803B	EQUIPMENT SECTIONS

3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings

- A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.
- B. 2003-03-24 Interim Portables, 16 pages.
- C. 2006-12-21 MA Mod Record, 92 pages.
- D. 2009-09 FA Drawings Non-DSA, 10 pages.
- E. Rose ES Drawings_Health Department II-20190515, 70 pages.
- F. Rose ES Health Department Permit to construct, 6 pages.
- G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports

- A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.
- B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.
- C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.
- D. CTE Rose Elementary School Geotech Report_r1 2017-11-27, 218 pages.
- E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.
- F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches

- A. SK-1 Daktronics GS6 Elevation, 9 pages.
- B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.
- C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

- D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.
 - E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.
 - F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.
7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.
8. Logistics Plan & Safety Plan
- A. Rose Ave ES Hardscape Phasing Plan, 1 page.
 - B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.
 - C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.
 - D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.
 - E. Rose Ave ES Safety Plan, 1 page.
 - F. Rose Ave ES Stair Tower Logistics Plan, 1 page.
9. Addenda
- A. Addendum 1A 2021-06-16, 77 pages.
 - B. Addendum 1B 2021-06-16, 75 pages.
 - C. Addendum 1C 2021-06-16, 54 pages.
 - D. Addendum 2 2021-06-24, 93 pages.
 - E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158
EXHIBIT B

See Site Lease Agreement #17-159 previously executed on November 17, 2017

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

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to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.

- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

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Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign _____ as Project Manager/Superintendent for the Project. So long as _____ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

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be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Dennis Kuykendall

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 South Victoria Avenue, Suite 106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

EXHIBIT B

Oxnard School District – Rose Avenue Elementary School Reconstruction

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

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review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

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of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.


- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

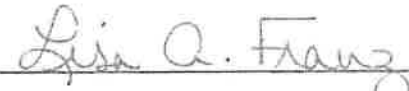
CONTRACTOR

Balfour Beatty Construction, LLC
10620 Trenea St., Suite 300
San Diego, CA 92131

By: 
Name/Title: Brian Cahill, President, California Division
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, CA 93030

By: 
Name/Title: Lisa A. Franz, Director, Purchasing
Date: 11-7-17

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #23-137, STAR of CA, ERA Ed (DeGenna/Jefferson)

At the Board Meeting of February 7, 2024, the Board of Trustees approved Agreement #23-137 with Star of Ca/ ERA Ed to Provide Classroom support and 1:1 behavioral therapist for identified special education and general education students.

Amendment # 1 is needed to increase the total allocated amount for fiscal year 2023/2024 by \$1,200,000.00 for a total agreement amount of \$3,200,000.00.

FISCAL IMPACT:

\$1,200,00.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #23-137 with STAR of CA/ ERA Ed.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)

[Agreement #23-137, Star of CA- ERA Ed. \(32 Pages\)](#)

**AMENDMENT #1 TO AGREEMENT #23-137 with
Star of CA/ ERA Ed
May 15, 2024**

At the Board Meeting of February 7, 2024, the Board of Trustees approved Agreement #23-137 with Star of Ca/ ERA Ed to Provide Classroom support and 1:1 behavioral therapist for identified special education and general education students.

Amendment # 1 is needed to increase the total allocated amount for fiscal year 23/24 by \$1,200,000.00 for a total agreement amount of \$3,200,000.00.

STAR OF CA ERA/ ED:

By: _____
Alyssa Rose

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



SERVICES AGREEMENT

R24-04289

Requisition Number

23-137

Contract Number

P24-03911

Purchase Order Number

This Services Agreement (the "Agreement") is made and entered into this 7th day of February, 2024 by and between Oxnard School District (hereinafter referred to as "District") and Star of CA, ERA Ed. (hereinafter referred to as "Provider.")

PROVIDER.

Star of CA, ERA Ed.

Provider

4880 Market St.

Street Address

Ventura, Ca 93003

City, State, Zip code

71-1008372

Tax Identification or Social Security Number

805-644-7827

Telephone Number

805-650-1385

Fax Number

alyssa.rose@ssg-healthcare.com

E-mail Address

License Number (if applicable)

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

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

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

23-137

Contract Number

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

3. **NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

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

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on July 1, 2023, and terminate on June 30, 2024. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

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

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

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

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

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

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

Oxnard School District

District

Attn: Danielle Jefferson

1051 S. A St.

Street

Oxnard, CA 93030

City, State, Zip Code

Star of CA, ERA Ed.

Provider

Attn: Alyssa Rose

4880 Market St.

Street

Ventura, CA 93003

City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
- a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

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

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

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

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

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

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

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

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

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

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

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

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input checked="" type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. **Failure to Procure Insurance.** Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access.** If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services.** If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406).** Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

- 19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

- 20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT

District

By:

Lisa A. Franz
Signature

2-8-2024

Lisa Franz

Name

Director, Purchasing

Title

STAR of CA, ERA Ed

Provider

Jeremy Hastings
Signature

Jeremy Hastings

Name

President

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

To provide classroom support and 1 on 1 behavior therapists for identified special education and general education students in the Oxnard School District.

WORK SCHEDULE:

Per district calendar

23-137

Contract Number

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SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>2,000,000.00</u>
Actual and Necessary Travel Expenses	\$ <u>0.00</u>
Other Expenses	\$ <u>0.00</u>
Total Amount not to Exceed	\$ <u>2,000,000.00</u>
Deposit	\$ <u>0.00</u>
Balance Due after Completion of Services	\$ <u>0.00</u>

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Send invoices to accountspayable@oxnardsd.org and cgaribay@oxnardsd.org
Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: February 7, 2024

Provider: Star of CA, ERA Ed.

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Jeremy Hastings
Name/ Title of Authorized Representative
Jan Harty
Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Jeremy Hastings
Name/ Title of Authorized Representative
Jan Harty
Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: JH

**501 Marin Street, Ste #225
Thousand Oaks, CA 91360
O (805) 379-1401
F (805) 379-1491
W www.eraed.com**

**Corporate Headquarters
4880 Market Street
Ventura, CA 93003
O (805) 644-7827
F (805) 650-1385
W www.starofca.com**

2023/2024

PROGRAM DESCRIPTION OVERVIEW

STAR of CA (DBA: ERA Ed.) provides a range of behavioral and psychological services to support students with developmental and/or social-emotional disorders, in addition to their families. Students with a variety of barriers to accessing their education can participate in our school-based services, including those students may have or be at risk for an autism spectrum, mood/anxiety, and or behavior disorders that may be interfering with their school performance and ability to participate in the least restrictive environment (LRE).

Services provided include:

- (1) Behavior intervention development and modification (BID)
- (2) Behavior Intervention Implementation of Behavior Modification Plans (BII)
- (3) Counseling and guidance services (CG)
- (4) Parent counseling and training (PCT)
- (5) Other psychological services aside from assessment and IEP development (PS)

ERA Ed.'s school-based services are derived from evidence-based practices such as Applied Behavior Analysis (ABA), Positive Behavioral Support (PBS), Dialectical Behavioral Therapy (DBT), Parent Child Interaction Therapy (PCIT), and Cognitive Behavior Therapy (CBT).

Leveraging Technology - ERA Ed. has the capacity to offer consultation support and IEP driven services through a telehealth or distance learning modality that is HIPAA/FERPA compliant. ERA Ed. offers an array of service options for the use of video technology where it may improve the training needs of district staff or the individualized learning needs of students. Leveraging telehealth or distance learning may also help overcome barriers to helping students and their families get access to services and supports that may otherwise be challenging due to environmental or scheduling constraints. Our teams can help assess goodness-of-fit to ensure this modality would offer an educational or clinical benefit. All services eligible for telehealth (TH) services are denoted below.

ERA Ed. Service Delivery Options for VENTURA COUNTY SELPA

Consultation Support – ERA Ed. delivers consultation support to schools, classrooms, and student teams. This consultation support includes focused training to school personnel, classroom team members, and instructional assistants in specific areas of need, classroom coaching, program development, and intermittent team meetings to facilitate program development, implementation, and progress monitoring. In this approach, ERA Ed. serves as an

1

integral member of the team providing ongoing communication between team members (e.g., classroom staff, the school site administration, and the Director of Pupil Services). Intermittent progress reports are developed to summarize progress in staff and classroom development, identify ongoing areas of need, and generate recommendations for responding to those needs.

IEP Driven Services - ERA Ed. can deliver behavioral health services to specific students in order to build their requisite skills and resolve emotional and behavioral challenges necessary for the student to participate in the least restrictive environment, access their curriculum, and demonstrate progress toward IEP goals. As a supplement to consultation support, the utilization of ERA Ed. for IEP driven services provides districts with an immediate response to addressing the needs of individual students. As part of a capacity-building strategy for school districts, ERA Ed.'s delivery of such services creates an exemplar of effective behavioral health services. As the students' emotional and behavioral challenges are resolved and relevant skills begin to emerge, an emphasis is placed on transferring responsibility from such behavioral health services back to district personnel so that the student learns to benefit from the natural supports that exist within their classroom and district team members. The IEP process is essential for reviewing the progress of such ERA Ed. delivered behavioral health services and determining how these services are transferred back to school districts.

ERA Ed. Description of Services & Fee Schedule

Behavioral Services

Consultation (CNSLT) – includes a variety of staff and program development related activities designed to build capacity in school district personnel, teams, classrooms, and schools. The focus of ERA Ed. consultation support is to address areas of need that district staff may have in utilizing Applied Behavior Analytic methodologies and other best practices to serve students with autism and emotional behavioral disorders. Consultation services can be IEP driven or be initiated as part of a District's broader staff training and development efforts. Consultation support is often preceded by a formal or informal needs assessment. *Telehealth Options Available.*

Instructional Assistant / Para-Educator Training – IEP driven consultation support designed to train district staff on implementation of a specific student's behavioral support plan, teaching to IEP goals, and carrying out data collection practices. *Telehealth Options Available.*

Classroom Program Development – ERA Ed's consultation support in the classroom is designed to enhance school district personnel's ability to respond to the educational and behavioral needs of their students. Positive Behavioral Interventions are incorporated into the classroom with an emphasis placed on optimizing the use of ecological arrangements, activity schedules, visual supports, communication systems, appropriate teaching strategies, and developing monitoring systems for reviewing student progress and staff success with program implementation. Trainings can include but are not excluded to: Positive Behavior Support in the Classroom; Establishing and Maintaining Social Skills Curriculum in the Classroom; Data

Collection – to Support Analysis of Progress toward IEP Goals; Implementing Discrete Trial Training (DTT) in the Classroom, and Pivotal Response Treatment (PRT) in the Classroom. The consultation support is delivered through intermittent team meetings, small group trainings, and coaching within the classroom milieu.

Workshops – A variety of workshops can be developed at the district’s request for more general teacher or broader district training needs. Workshop content and format are determined through conducting brief needs assessments that would include discussion with district personnel and opportunities to observe within the settings in which the training content is to be applied. Follow up coaching delivered in the target settings is an essential component to the workshop model.
Telehealth Options Available.

Assessments (FBA/FAA) - ERA-Ed provides comprehensive Functional Behavioral Assessments (FBA, FAA) conducted in compliance with the requirements set forth from IDEA. The assessments take place across multiple observations and across settings as needed. Assessments include the development of (a) proposed goals associated with the student’s needs to inform programming (b) a positive behavior intervention plan (PBIP) that addresses proactive, teaching and reactive strategies to address specific challenging behaviors and teach replacement behaviors, a safety plan if needed and (c) recommendations for service delivery to assist the treatment team in planning.

Direct Instruction (BII) – ERA-Ed provides highly trained behavior technicians who deliver one-on-one direct instruction using Applied Behavior Analytic interventions for students as part of their IEP in order to resolve challenging behaviors, teach replacement behaviors and develop academic readiness and social skills. Direct instruction can be delivered across all settings (e.g., school, home, community) deemed relevant to support the implementation of the student’s IEP.
Telehealth Options Available.

Supervision (BID) – This service includes a range of supervisory activities designed to support the implementation of the student’s behavioral program as specified in their IEP. As part of the supervision model, each ERA-Ed behavior technician is trained, evaluated, and monitored by the supervisor as part of our ongoing quality assurance process. The supervisor visits the student’s school, or other settings in which intervention is delivered (e.g., home, community), weekly to assess the program, support the behavior technician, and address classroom team and family questions or concerns. To ensure proper program implementation, fidelity of implementation data and reliability data are taken on each ERA Ed. behavior technician. Supervision also includes activities such as reviewing behavioral data and making necessary program changes (e.g., revising data collection systems, adapt teaching strategies), meeting with the behavior technician to discuss student progress, writing progress reports, and participating in monthly team meetings and IEPs. *Telehealth Options Available.*

Psychological Services

Counseling and Guidance Services (CG) – ERA Ed. counseling and guidance services include counseling for both short- and long-term educational programs – individual/group counseling in which the student is helped to develop their social, emotional, and behavioral functioning in order to promote self-determination and personal responsibility. Counseling and guidance services can be delivered in either individual or group-based modalities to best meet the needs of students, and are delivered in our agency office suite, at the school site, and in the home when applicable. Counseling services are provided by licensed mental health professionals (e.g., Licensed Clinical Social Workers, Licensed Marriage and Family Therapists) and mental health associates (Associate Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Registered Psychology Assistants). *Telehealth Options Available.*

Parent Counseling and Training (PCT) – ERA Ed. parent counseling and training services assist families in understanding the unique needs of their child and provides them with information and strategies they can use to assist their child in reaching their short- and long-term educational program goals and objectives. These services are delivered in home and community settings as well as in our agency office suite and can also be delivered via group-based formats using a psychoeducation model. These services are provided by licensed mental health professionals (e.g., Licensed Clinical Social Workers, Licensed Marriage and Family Therapists) and mental health associates (Associate Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Registered Psychology Assistants). *Telehealth Options Available.*

Psychological Services (PsychServ) – ERA Ed. psychological services include conducting consultation, interviewing, assessment, diagnosis, and psychotherapy to assist students in implementing their short and long-term educational program goals and objective. These services are provided by licensed mental health professionals (e.g., Clinical Psychologists, Licensed Clinical Social Workers, Licensed Marriage and Family Therapists). *Telehealth Options Available.*

Assessments (Psychoeducational, Education-Related Mental Health Services).

ERA Ed. is able to conduct a wide range of psychological assessment services, including ERICS assessments and individualized psychoeducational assessments. All assessment services are conducted by licensed mental health professionals, including psychologists when necessary.

Mental Health Case Management/ Consultation (CNSLT-MH) – ERA ED. Mental Health Consultation involves performing collateral, indirect activities to support direct student counseling services. This includes activities such as IEP attendance, goal development, progress reporting, staff support, linking treatment across environments, and ongoing consultation with internal and external treatment providers. *Telehealth Options Available.*

Wraparound Services (WRAP or Social Work Services). ERA Ed. implements a team approach for Wraparound Services, utilizing evidence-based treatments and interventions. Core elements of Wraparound Services are provided in stepwise order:

1. System stabilization (Assessment as necessary)
2. Parent Management Training (Parent Counseling and Training, Positive Behavior Supports)
3. Generalizing supports to the educational environment (Mental Health Consultation/Psychological Services)
4. Individual counseling (Counseling and Guidance Services)
5. Family counseling (Counseling and Guidance Services)

The Wraparound (WRAP) team utilizes a Mental Health Associate model for direct services (i.e., counseling, positive behavior support) delivered in the home/community setting (e.g., school) with additional consultation and in-office/tele-health (e.g., telephone, videoconferencing) psychotherapy with licensed providers. All WRAP teams are managed by a licensed psychologist. Behavioral technicians are also available to assist the WRAP team with System stabilization and Parent Management Training in the home and community setting (e.g., school).

The intensity of WRAP services will depend on student need and may vary across time. As such, a flat 12-hour/30-day intake and triage package is available for those IEP teams in need of specific WRAP treatment recommendations. Further, all WRAP services are modular; comprehensive WRAP programs are able to be individually tailored by service, and according to student and family need. *Telehealth Options Available.*

On-site Counselor

The on-site counselor position is a fixed, 30-hour weekly position. One counselor can be assigned to 1 or 2 school sites and provides approximately 25 hours weekly of direct counseling support (individual, group, parent) at the school site. The remaining weekly hours would be designated to deliver the following indirect services:

- IEP attendance
- Goal creation
- Consultation with IEP team
- Tracking and notifying service dates for the IEP team
- Progress Reports

The on-site counselor position would also solve barriers to weekly service delivery, including:

1. One therapist per site would allow IEP Team members to easily know/identify the counselor with the ability for drop-in/on-site consultation.
2. The On-Site Counselor would track all IEP Service dates and can provide reminders to IEP teams.
3. The On-Site Counselor would have the same space/rooms assigned, thereby eliminating daily searches for inconsistent space needs.

4. The On-Site Counselor would have Increased flexibility with scheduling student services (I.e., if a student is unavailable at a specific day/time the counselor would have more potential ability to pull the student later in the week).

****Other Provisions: **PLEASE INITIAL**

Last Minute Cancellation (ABA-MHA-LMHP): Cancellations that occur within 1.5 hours of the scheduled start time or when a student no shows are occasions when ERA Ed. incurs labor costs for deploying our providers. ERA Ed. may bill a minimum of 1 hour for last-minute cancellations or no shows per session, not to exceed the length of the scheduled session unless otherwise specified.

Wait Time (ABA-MHA-LMHP): Providers waiting for the student to arrive may represent non-billable time where ERA Ed. incurs labor costs for deployed providers. ERA Ed. may bill a minimum of 15 minutes per scheduled session for wait time, not to exceed the length of the scheduled session unless otherwise specified.

STAR of CA dba ERA Ed
COVID-19 Cancellation and Notification Practices
2023-2024

Last Minute Cancellation - MH

A Last-Minute Cancellation (LMC) is defined as: a cancellation within 1.5 hours of a scheduled appointment or client no-show for said appointment. The scheduled session time will be billed for LMCs.

When a student does not attend their confirmed appointment, the therapist will:

1. Email a predetermined IEP Team member to notify them of the missed session.
2. Contact student/student's parent to assign relevant therapeutic homework (i.e., worksheet or other program development visual support) to support the student's counseling progress towards the IEP goal.
3. Update progress towards goal
4. Update student attendance log
5. Cancel appointment with LMC-billable code, which will be identifiable on the invoice.

All data will be made available upon request.

Please note that LMCs are not applicable/billable to OnSite Counselor contracts.

COVID-19 Exposure

In the event the School District, School, or IEP Team member learns of a potential COVID-19 exposure from student or school personnel to a STAR of CA/ERA Ed employee, we request that this information is emailed to: riskmanagement@starofca.com

**2023/2024
RATE TABLE**

BEHAVIORAL SERVICES	SrvCode	Rate	Per
Assessments (FBA/FAA)	EVAL	\$119.20	/hr
Consultation	CNSLT	\$119.20	/hr
Supervision	BID		/hr
Direct Instruction	BII	\$61.40	/hr
Last-Minute Cancellation/No Show ABA	LMC-ABA		/hr
BII Wait Time ABA	BII Wait Time		/hr
PSYCHOLOGICAL SERVICES	SrvCode	Rate	Per
On-Site Counseling - Mental Health Associate	OnSite:MHA	\$2,124.00	/wk
On-Site Counseling - Licensed Mental Health Professional	OnSite:LMHP	\$2,835.00	/wk
Mental Health Associate			
Mental Health Consultation – Mental Health Associate	CNSLT-MHA	\$70.80	/hr
Individual Counseling Services – Mental Health Associate	CIMHA		/hr
Group Counseling (CG) – Mental Health Associate	CNSLGRP-MHA		/hr
Parent Counseling & Training (PCT) –Mental Health Associate	CFMHA		/hr
Wrap services - Mental Health Associate	Wrap:MHA		/hr
Last-Minute Cancellation/No Show Mental Health Associate	LMC-MH		/hr
MH Wait time - Mental Health Associate	MH WaitTime		/hr
Licensed Mental Health Professional			
Mental Health Consultation - Licensed Mental Health Professional	CNSLT-LMHP	\$94.50	/hr
Individual Counseling Services – Licensed Mental Health Professional	CILMHP		/hr
Group Counseling (GC) – Licensed Mental Health Professional	CNSLGRP-LMHP		/hr
Parent Counseling & Training (PCT) - Licensed Mental Health Professional	CFLMHP		/hr
Wrap services - MH Licensed Mental Health Professional	Wrap:LMHP		/hr
Last-Minute Cancellation/No Show - Licensed Mental Health Professional	LMC-LMHP		/hr
MH Wait time Cancellation - Licensed Mental Health Professional	LMHP WaitTime		/hr
Licensed Psychologist			
Assessments (Psycho-educational, Education-Related Mental Health Services)	ERMHS-ASMT	\$124.50	/hr
Psychological Services - Licensed Psychologist	PsychServ		/hr
Wrap services - Licensed Psychologist	Wrap:Psych		/hr

SSG Additional Named Insured List

Autism Intervention Professionals, LLC
Behavioral Learning Center – CO, Inc.
Behavioral Learning Center, Inc.
EBS Children's Institute, LLC
EBS Children's Therapy- GA, LLC
EBS Group LLC
EBS Healthcare, LLC
EBS Earning, LLC
Educational Based Services, LLC
Green Celtics Borrower Merger Sub, LLC
Green Celtics Intermediate Inc.
MBS MidCo, LLC
New England ABA LLC
San Diego County SPS, LLC
SSG HoldCo, LLC
SSG Intermediate HoldCo, LLC
SSG Investment HoldCo Inc.
SSG New York, LLC
Stepping Stones Healthcare Services, LLC
The Futures HealthCore, LLC
The Perfect Playground OT, PT, & SLP PLLC
The Stepping Stones Group LLC
Therapy Time L.L.C.
ERA Psychological Services, Inc.
Green Celtics Holdings LP
Green Celtics Parent Inc.
Positive Behavioral Solutions, LLC
EBS Healthcare Staffing Services, Inc
HM Systems, Inc.
City Sounds of NY – Speech Language Development Center Inc
City Sounds of NY
City Sound of NY Speech Language
Center for Behavioral Educational & Social Therapies, LLC
Ed Sped Solutions, LLC
Building Blocks Behavior Consultants, Inc.
Catalyst Speech, LLC



Oxnard School District
1051 South A Street,
Oxnard, CA 93030

Dear STAR of CA, LLC (dba ERA Ed) certificate holder:

In an effort to meet demand for instant electronic delivery of certificates, Lockton Companies now provides paperless delivery of Certificates of Insurance. Thank you for your patience and willingness to help us lessen our environmental footprint.

To fulfill your certificate delivery, we need your email address. Please contact us via one of the methods below with your Holder ID number, email address, and phone number in the event we have any questions.

Your Holder ID number is 16924187.

- Email: SteppingStonescertrequests@lockton.com
- Toll-free automated phone service: 866-218-4018

If this certificate is no longer needed or valid, please notify us.

Thank you,

Lockton Companies

ADDITIONAL INSURED – PRIMARY & NON-CONTRIBUTORY

Attached to and forming part of Policy Number:	First Named Insured:	Policy Period:
005MA000044275	Stepping Stones Health Care Services LLC	05/21/2023 to 05/21/2024 At 12:01 AM Standard Time at the address of the First Named Insured as stated herein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Entity Medical Professional Liability Coverage Part
Commercial General Liability Coverage Part

SCHEDULE

Name of Person(s) or Organization(s)	Address	Activities
Any person or organization where required by contract	Any person or organization where required by contract	Healthcare Staffing
ABC Unified School District	16700 Norwalk Blvd. Cerritos, VA 90703	Healthcare Staffing
Alameda Unified School District 2060	2060 Challenger Dr. Alameda, CA 94501	Healthcare Staffing
Alhambra Unified School District	1515 West Mission Road Alhambra, CA 91803	Healthcare Staffing
Alisal Union School District	155 Bardin Rd. Salinas, CA 93905	Healthcare Staffing
Antioch Unified School District	510 G St. Antioch, CA 94509	Healthcare Staffing
Azusa Unified School District	546 S Citrus Ave. Azusa, CA 91702	Healthcare Staffing
Bassett Unified School District, its board, officers, agents, employees and volunteers	904 Willow Ave. La Puente, CA 91746	Healthcare Staffing
Burbank Unified School District	1900 West Olive Ave. Burbank, CA 91506	Healthcare Staffing
Cajon Valley Union School District Special Education Department	PO Box 1007 El Cajon, CA 92022	Healthcare Staffing
Cajon Valley Union School District	750 E Main St. PO Box El Cajon, CA 92020	Healthcare Staffing
Campbell Union High School District	3235 Union Ave. San Jose, CA 95124	Healthcare Staffing
CCSD, Risk Management Department	4828 S. Pearl St. Las Vegas, NV 89121	Healthcare Staffing
Compton Unified School District Purchasing/Contracts	501 S. Santa Fe Avenue Compton, CA 90221	Healthcare Staffing
Contra Costa Special Education Local Plan Area	2520 Stanwell Dr., Ste 270 Concord, CA 94520	Healthcare Staffing
Cotati-Rohnert Park Unified School District	7165 Burton Avenue Rohnert Park, CA 94928	Healthcare Staffing
Deer Park Union Free School District Long Island	1881 Deer Park Ave. Deer Park, NY 11729	Healthcare Staffing
DeKalb County School District	1701 Mountain Industrial Blvd. Stone Mountain, GA 30083	Healthcare Staffing
Delaware City Schools	248 N Washington St. Delaware, OH 43015	Healthcare Staffing
Detroit Wayne Integrated Health Network	707 West Milwaukee Detroit, MI 48202	Healthcare Staffing
Douglas County School District	1638 Mono Ave. Minden, NV 89423	Healthcare Staffing

Dr. Kim Bowie, Chief of Community	2500 S Western Ave. Los Angeles, CA 90018	Healthcare Staffing
Dublin Unified School District	7471 Larkdale Avenue Dublin, CA 94568	Healthcare Staffing
Duval County Public Schools Purchasing Services	4880 Bulls Bar Hwy Jacksonville, FL 32219	Healthcare Staffing
East Side Union High School District	830 N Capital Ave. San Jose, CA 95133	Healthcare Staffing
Elk Grove Unified School District	9510 Elk Grove Florin Elk Grove, CA 95624	Healthcare Staffing
Escondido Union School District	2310 Aldergrove Ave. Escondido, CA 92029	Healthcare Staffing
Everett Public Schools	3900 Broadway Everett, WA 98201	Healthcare Staffing
Fairfield- Suisun Unified School District	2490 Hilborn Rd. Fairfield CA, 94534	Healthcare Staffing
Fall River Public Schools	417 Rock Street Fall River, MA 02720	Healthcare Staffing
Fontana Unified School District	9680 Citrus Ave. Fontana, CA 92335	Healthcare Staffing
Garden Grove Unified School District	10331 Stanford Ave. Garden Grove, CA 92840	Healthcare Staffing
HighBridge Advisory Council	880 River Ave. Bronx, NY 10452	Healthcare Staffing
Highline Public Schools	15675 Ambaum Blvd. Burien, WA 98166	Healthcare Staffing
Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers.	5050 Barrabca Pkwy Irvine, CA 92604	Healthcare Staffing
Jurupa Unified School District	4850 Pedley Road Jurupa Valley, CA 92509	Healthcare Staffing
Laguna Beach Unified School District, its Governing Board, officers and directors	550 Blumont St. Laguna Beach, CA 92651	Healthcare Staffing
Las Virgenes Unified School District (LVUSD), the Board, Employees and Volunteers, of the District	4111 Las Virgenes Road Calabasas, CA 91302	Healthcare Staffing
Lawndale Elementary School District	4161 W. 147 th Street Lawndale, CA 92060	Healthcare Staffing
LEA, Pomona Unified School District and the Board of Education	800 S. Garey Avenue Pomona, CA 91766	Healthcare Staffing
Lincoln Unified School District	2010 W. Swain Road Stockton, CA 95207	Healthcare Staffing
Los Angeles Unified School District	333 S. Beaudry Ave. FI Los Angeles, CA 90017	Healthcare Staffing
Madera County Superintendent of Schools	1105 S Madera Ave. Madera, CA 93637	Healthcare Staffing
Madison Capital Funding LLC, as Agent for itself and certain other lenders ISAOA Atima	227 W Monroe St., tSte, 5400 Chicago, IL 60606	Healthcare Staffing
Manteca Unified School District	PO Box 32 Manteca, CA 95336	Healthcare Staffing
Mardan School	1 Osborn Irvine, MA 92604	Healthcare Staffing
Millbrae School District	555 Richmond Dr. Millbrae, CA 94030	Healthcare Staffing
Moreno Valley Unified School District	25634 Alessandro Blvd. Moreno Valley, CA 92553	Healthcare Staffing
Morgan Hill Unified School District	15600 Concord Circle Morgan Hill, CA 95037	Healthcare Staffing
Mount Diablo Unified School District	1936 Carlotta Dr. Concord, CA 94519	Healthcare Staffing
Mukilteo School District, its Board, Officers, Employees and Volunteers	9401 Sharon Dr. Everett, WA 98204	Healthcare Staffing
New York City Department of Education	52 Chambers St. New York, NY 10007	Healthcare Staffing
Newport-Mesa Unified School District its officers agents employees and volunteers	2985 Bear St. Costa Mesa, CA 92626	Healthcare Staffing

Nyack Public Schools	13A Dickinson Ave. Nyack, NY 10920	Healthcare Staffing
Ocean View School District	4200 S Olds Road Oxnard, CA 93033	Healthcare Staffing
Orange Unified School District	1401 N Handy St. Orange, CA 92867	Healthcare Staffing
Oxnard Union High School District	309 S K St. Oxnard, CA 93030	Healthcare Staffing
Pasadena Unified School District, its Board, Officials, Employees, and Agents	351 S Hudson Ave. Pasadena, CA 91101	Healthcare Staffing
Perris Elementary School District	143 E 1 st St. Perris, CA 92570	Healthcare Staffing
Perris Union High School District	155 E 4 th St. Perris, CA 92570	Healthcare Staffing
Pomona Unified School District	800 S. Garey Avenue Pomona, CA 91766	Healthcare Staffing
Providence Orangewood, LLC; America West Properties, Inc.	PO Box 1299 Lake Forest, CA 92609	Healthcare Staffing
Renton School District #403, its directors, officers and employees	300 SW 7 th Street Renton, WA 98057	Healthcare Staffing
Riverside Unified School District	6050 Industrial Ave. Riverside, CA 92504	Healthcare Staffing
Rockford Public Schools	501 Seventh Street Rockford, IL 61104	Healthcare Staffing
Rocklin Unified School District	2615 Sierra Meadows Dr. Rocklin, CA 95677	Healthcare Staffing
Roseville City School District	1050 Main Street Roseville, CA 95678	Healthcare Staffing
San Bernardino City Unified School District	777 North F. Street San Bernardino, CA 92410	Healthcare Staffing
San Bernardino County Superintendent of Schools	601 North E St. San Bernardino, CA 92415	Healthcare Staffing
San Diego Unified School District	4100 Normal Street San Diego, CA 92103	Healthcare Staffing
San Francisco Unified School District, its Board, Officers, Employees and Agents	3045 Santiago St. San Francisco, CA 94116	Healthcare Staffing
San Jacinto Unified School District	2045 S. San Jacinto Ave. San Jacinto, CA 92583	Healthcare Staffing
San Joaquin County Office of Education	PO Box 213030 Stockton, CA 95213	Healthcare Staffing
San Ramon Valley Unified School District	699 Old Orchard Dr. Danville, CA 94526	Healthcare Staffing
San Ysidro School District	4350 Otay Mesa Rd. San Ysidro, CA 92173	Healthcare Staffing
Sanger Unified School District Risk Management Department	1199 Commerce Way Sanger, CA 93657	Healthcare Staffing
Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees	1290 Ridder Park Drive San Jose, CA 95131	Healthcare Staffing
Santa Clara Unified School District	1889 Lawrence Rd. Santa Clara, CA 95051	Healthcare Staffing
School Board of Indian River County	6500 57 th Street Vero Beach, FL 32967	Healthcare Staffing
Simi Valley Unified School District	101 W Cochran St. Simi Valley, CA 93065	Healthcare Staffing
Sonoma County Office of Education	5340 Skylane Blvd. Santa Rosa, CA 95403	Healthcare Staffing
South Central Los Angeles Regional Center	2500 S Western Ave. Los Angeles, CA 90018	Healthcare Staffing
St. Johns County School District	3015 Lewis Speedway Saint Augustine, FL 32084	Healthcare Staffing
State of Arizona, Dept of Economic Security	1789 W. Jefferson Phoenix, AZ 85007	Healthcare Staffing
Teaneck Board of Education Specialized Educational Services	1 Merrison Sy Teaneck, NJ 07666	Healthcare Staffing

The BHPN	2820 Shadelands Dr., Bldg 5, Ste 200 Walnut Creek, CA 94598	Healthcare Staffing
The City of New York and The Board of Education of the City School District of the City of New York including their respective officials and employees	52 Chambers Street New York, NY 10007	Healthcare Staffing
The City of Oakland, its Councilmembers, directors, officers, employees, agents, and volunteers	150 Frank H. Ogawa Plaza, Ste 5352 Oakland CA 94612	Healthcare Staffing
The School Board of Broward County, Florida	7720 W Oakland Park Blvd., Ste. 313 Sunrise, FL 33351	Healthcare Staffing
The School Board of Lake County, Florida	201 W Burleigh Blvd. Travares, FL 32778	Healthcare Staffing
The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents and employees	1789 W. Jefferson, Site Code 791-A Phoenix, AZ 85007	Healthcare Staffing
Tracy Unified School District	1875 W Lowell Ave. Tracy, CA 95376	Healthcare Staffing
Ventura County SELPA Ventura County Office of Education	5100 Adolfo Rd. Camarillo, CA 93012	Healthcare Staffing
West Contra Costa Unified School District	2465 Dolan Way Rm 5 San Pablo, CA 94806	Healthcare Staffing
William S Hart Union High School District, its Governing Board and employees	21380 Centre Pointe Pkwy Santa Clarita, CA 91350	Healthcare Staffing
WOCCSE/Member Districts Huntington Beach Union High School District	5832 Bolsa Ave. Huntington Beach, CA 92649	Healthcare Staffing
YMCA of Metropolitan Los Angeles	4301 West Third Street Los Angeles, CA 90020	Healthcare Staffing
Alhambra Unified School District	1515 W. Mission Road Alhambra, CA 91803	Healthcare Staffing
Placentia-Yorba Linda Unified School District	1301 E. Orangethorpe Ave. Placentia, CA 92870	Healthcare Staffing
Burbank Unified School District	1900 West Olive Ave. Burbank, CA 91506	Healthcare Staffing
Fall River Public Schools	417 Rock Street Fall River, MA 02720	Healthcare Staffing
The Los Alamitos Unified School District and its Board of Education, its officers, its agents, employees and volunteers	10293 Bloomfield Street Los Alamitos, CA 90720	Healthcare Staffing
The Roman Catholic Bishop of Oakland, A Corporation Sole The Roman Catholic Welfare Corporation of Oakland, etal and all their officer, Agents and employees	43222 Mission Blvd. Fremont, CA 94539	Healthcare Staffing
San Gabriel / Pomona Regional Center	75 Rancho Camino Drive Pomona, CA 91766	Healthcare Staffing

Subject to all other terms and conditions of the POLICY, it is agreed and understood that:

- A. Section II. Definition of Insured is amended to include as an additional INSURED the Person(s) or Organization(s) shown in the Schedule above, but only with respect to the Activities indicated above and performed for the NAMED INSURED. However:
1. The insurance afforded to such additional INSURED only applies to the extent permitted by law; and

2. If coverage provided to the additional INSURED is required by a contract or agreement, the insurance afforded to such additional INSURED will not be broader than that which a NAMED INSURED is required by the contract or agreement to provide for such additional INSURED.
- B. With respect to the insurance afforded to the additional INSURED shown in the Schedule above, the following is added to Section III. Our Limit of Liability:
- If coverage provided to the additional INSURED is required by a contract or agreement, the most WE will pay on behalf of the additional INSURED is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Liability shown in the DECLARATIONS;
- whichever is less.
- C. The following is added to Section IV. General Conditions of the Common Policy Terms, Paragraph O. Other Insurance and supersedes any provision to the contrary, but only with respect to the Person(s) or Organization(s) shown in the Schedule above:
- This POLICY is primary to and will not seek contribution from any OTHER INSURANCE available to the Person(s) or Organization(s) shown in the Schedule above provided that:
1. The additional INSURED is a Named Insured under such OTHER INSURANCE; and
 2. YOU have agreed in writing in a contract or agreement with such additional INSURED that this POLICY would be primary and would not seek contribution from any OTHER INSURANCE.
- D. For the purposes of this Endorsement, and with respect to the Commercial General Liability Coverage Part, Section VI. Exclusions is amended to add the following exclusion:
- This insurance does not apply to structural alterations, new construction and demolition operations performed by or for the additional INSURED.
- E. This additional INSURED shall share in the Limits of Liability of the NAMED INSURED indicated in the Schedule above, and this extension of coverage shall not increase OUR Limit of Liability.

Nothing in this endorsement shall vary, alter, waive or extend any of the terms and conditions of the POLICY, other than as expressly stated above.



Sam Mezzich
President

Kim A. Tobin
Secretary



Coverys Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #23-138 – Every Special Child, LLC (DeGenna/Jefferson)

At the Board Meeting of October 18, 2023, the Board of Trustees approved Agreement # 23-138 with Every Special Child in the amount of \$1,200,000.00 to provide supplemental staffing to the Special Education Department for fiscal year 2023-2024

Amendment # 1 in the amount of \$750, 000.00 is needed to continue the level of staff supporting students at this time through end of fiscal year for a Total Agreement amount of \$1,950,000.00.

FISCAL IMPACT:

\$750,00.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #23-138 with Every Special Child, LLC.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 page\)](#)

[Agreement #23-138 Every Special Child \(24 Pages\)](#)

**AMENDMENT #1 TO AGREEMENT #23-138 with
Every Special Child
May 15, 2024**

At the Board Meeting of October 18, 2023, the Board of Trustees approved Agreement # 23-138 with Every Special Child in the amount of \$1,200,000.00 to provide supplemental staffing to the Special Education Department for fiscal year 2023-2024

DESCRIPTION:

Amendment # 1 in the amount of \$ 750,000.00 is needed to continue the level of staff supporting students at this time through end of fiscal year. Total Agreement amount of \$ 1,950,000.00.

Grand Total: **\$750,000.00** to be paid out of Special Education funds.

Every Special Child

By: _____

Date: _____

OXNARD SCHOOL DISTRICT

By: _____
Lisa Franz, Director of Purchasing

Date: _____



SERVICES AGREEMENT

N/A

Requisition Number

23-138

Contract Number

N/A

Purchase Order Number

This Services Agreement (the "Agreement") is made and entered into this 1st day of November, 2023, by and between Oxnard School District (hereinafter referred to as "District") and Every Special Child, LLC, (hereinafter referred to as "Provider.")

PROVIDER.

Every Special Child, LLC

Provider

288 Durham Ave.

Street Address

Metuchen, NJ. 08840

City, State, Zip code

87-3483085

Tax Identification or Social Security Number

323-476-1761

Telephone Number

Fax Number

s.hasan@everyspecialchild.com

E-mail Address

License Number (if applicable)

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

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

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

23-138

Contract Number

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

3. **NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

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

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on July 1, 2023, and terminate on June 30, 2024. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

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

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

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

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

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

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

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

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

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

Oxnard School District
District
Attn: Danielle Jefferson
1051 S. A St.
Street
Oxnard, Ca 93030
City, State, Zip Code

Every Special Child, LLC
Provider
Attn: Sean Hasan
288 Durham Ave.
Street
Metuchen, NJ 08840
City, State, Zip Code

- 10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
- 11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

- 12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

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

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

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

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

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

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

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

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

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

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

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

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider's and any and all Provider subcontractor's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider's and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider's deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider's financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access.** If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services.** If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406).** Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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

18. **DISPUTE RESOLUTION.**

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

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

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

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

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT

District

By:

Lisa A. Franz 11-6-2023
Signature

Lisa A. Franz

Name

Director, Purchasing

Title

Every Special Child LLC.

Provider

Huma I.T
Huma, I.T (Oct 22, 2023 17:56 EDT)

Signature

Huma Thekedar

Name

President

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

To provide services to Oxnard School District students consistent with the student's Individualized Education Program (IEP).

WORK SCHEDULE:

Per district calendar

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>1,200,000.00</u>
Actual and Necessary Travel Expenses	\$ <u>0.00</u>
Other Expenses	\$ <u>0.00</u>
Total Amount not to Exceed	\$ <u>1,200,000.00</u>
Deposit	\$ <u>0.00</u>
Balance Due after Completion of Services	\$ <u>0.00</u>

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Send invoices to accountspayable@oxnardsd.org and cgaribay@oxnardsd.org
Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: November 1, 2023

Provider: Every Special Child, LLC

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Huma Thekedar, President

Name/ Title of Authorized Representative

Huma I.T

Huma, I. T (Oct 22, 2023 17:56 EDT)

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Huma Thekedar, President

Name/ Title of Authorized Representative

Huma I.T

Huma, I. T (Oct 22, 2023 17:56 EDT)

Signature/ Date

23-138

Contract Number

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

H.T
Provider Initials: _____

ESC Rate Sheet School Year 2023-24

Every Special Child LLC, (ESC) manages the manpower solutions for the Special Education/Education Services Department of your school/district. Our motto is to provide the right person for the right job. Below is the list of candidates and rate sheet for the school year 2023-24.

Services	Pay Rate	Period
Special Education Teacher	\$85-90	Hourly
School Nurse/RN/BSN	\$85-90	Hourly
Licensed Vocation Nurse	\$70-80	Hourly
Speech/Language Pathologist Assistant	\$70-80	Hourly
Paraprofessional	\$50	Hourly
Speech/Language Pathologist	\$100-110	Hourly
School Psychologist	\$100-110	Hourly
Visually Impaired Teacher	\$85-95	Hourly
D/HH Teacher	\$85-95	Hourly
Occupational Therapists	\$90-100	Hourly
Social Workers	\$85-95	Hourly

The above-mentioned rates are all-inclusive, which means you do not pay any additional fees to the state, Federal Taxes, worker compensation, Social Security, etc. Any other payment is preapproved by the school/district authorities in writing.

If you wish to direct hire the candidates through us then a one-time finder's fee of \$25,000 should be paid to Every Special Child LLC, within 15 days of completing the onboarding process.

Every Special Child, LLC 288 Durham Avenue, Metuchen, NJ 08840



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insureon, Division of Specialty Program Group LLC / DBA SPG Insurance Solutions LLC in CA 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	CONTACT NAME:		
	PHONE (A/C, No, Ext): (800) 688-1984	FAX (A/C, No): 312-690-4123	
INSURED Every Special Child LLC 288 Durham Ave, Metuchen, NJ, 08840	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyds of London		15792
	INSURER B: Sentinel Insurance Company, Limited		11000
	INSURER C: The Hartford		30104
	INSURER D: Hiscox		10200
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Yes	Yes	46SBMAF0982	5/23/2023	5/23/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>	Yes	Yes	46SBMAF0982	5/23/2023	5/23/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Yes	Yes	46SBMAF0982	5/23/2023	5/23/2024	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	
							OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
D A	Professional Liability (Errors and Omissions) Sexual Misconduct / Molestation			P101.351.617 MR23A255	5/23/2023 1/27/2023	5/23/2024 1/27/2024	Occurrence/Aggregate Limit:	\$2,000,000 / \$2,000,000 See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

USD 2,000,000 in the aggregate during the policy period for all claims brought by or on behalf of each victim, and USD 4,000,000 in the aggregate during the policy period for all claims brought by or on behalf of all victims and separately USD 75,000 in the aggregate during the policy period for all safeguard costs resulting from all circumstances

Oxnard School District its Officers, Agents, Directors, Employees, and/or Volunteers 1051 South A Street, Oxnard, CA 93030 are included as additional insured with regards to ongoing and completed operations when required by written contract. Waiver of subrogation applies with regards to the above listed additional insureds. Coverage is primary and non-contributory.

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C No, Ext): 1-800-524-7024 E-MAIL ADDRESS:		FAX (A/C, No):	
INSURED EVERY SPECIAL CHILD LLC 250 West West Covina CA 91790		INSURER(S) AFFORDING COVERAGE			NAIC # 10346
		INSURER A: Employers Preferred Insurance Company			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 3223152


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EIG494171801	05/01/2023	05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District, Attn: Christy Garibay 1051 South A Street Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: May 15, 2024

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #23-283 – History Brought to Life (Fox/Ragan)

History Brought to Life has provided an assembly on the History of California on April 25, 2024.

FISCAL IMPACT:

\$830.00 – Donation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services, and the Principal at McKinna School, that the Board of Trustees ratify Agreement #23-283 with History Brought to Life.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-283, History Brought to Life \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

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

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. **Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

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

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. 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.

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.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. 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.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



History Brought to Life
 P.O. Box 1654
 Rancho Cucamonga, CA 91729
 800-844-5048
 FAX: 909-463-3359

Proposal

Date of Assembly: (Thursday) April 25, 2024

Time of 1st Show: 9:00 a.m. Time of 2nd Show: _____

4th Grade # of Classes: _____ # of Students: _____

5th Grade # of Classes: _____ # of Students: _____

School: McKinna Elementary

Address: 1600 South N Street,
Oxnard CA

Contact: Michael Armstrong

Emergency Phone:

E-Mail Address:

marmstrong@oxnardsd.org

School Number: 805-385-1563 EXT:

School Fax: 805-487-2231

Special Instructions!

- We will need 1 hour to set up prior to the show
- Each show requires use of a **Multipurpose Room** and a **sound system**
 -If one is not available, please contact History Brought to Life
 -For the **4th Grade show**, use of an **outside area** and a **water** source is also necessary to pan for gold
- Payment can be made on the day of or after the show. No deposit necessary. Checks can be made payable to *History Brought to Life*
- **Please sign this form and send back the original to the above address ASAP to ensure the date requested.** Please keep a copy of the form for your records.
- For questions please e-mail us at HistoryBroughttoLife@gmail.com or visit HistoryBroughttoLife.com

	1st	2nd	Cost
California Brought to Life (4th Grade) \$795	X		\$ 795.00
America Brought to Life (5th Grade) \$695			
		Subtotal	\$ 795.00
		Book Both Shows Discount	
		Travel Fee	\$ 35.00
		Total	\$ 830.00

Thank You,
Joel Greene

X Joel Greene
6/6/23

X _____
Please Sign Here

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-300 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (JB081313) (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2023-2024 school year, to provide exceptional services to a special education student that consists of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Student: JB081313

FISCAL IMPACT:

\$34,350.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees ratify Agreement #23-300 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

ADDITIONAL MATERIALS:

Attached: [Agreement #23-300, VCOE SCP Services \(3 Pages\)](#)



**INTER-DISTRICT SERVICES AGREEMENT
for Paraeducator Performing Special Circumstance Education Support**

This Services Agreement (the "Agreement") is made and entered into 01/25/ 2 0 2 4 by and between
(Date)

Oxnard School District (hereinafter referred to as "Local Educational Agency" or "LEA") and
(District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Oxnard School District
LEA
1051 South A Street
Street Address
Oxnard, CA, 93030
City, State, Zip code

Danielle Jefferson
Contact Name
805-385-1501
Contact Telephone Number
djefferson@oxnardsd.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

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

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 02/03/2024 and terminate on 06/30/2024
This agreement reflects the information in the student's IEP dated 1/25/2024.

Estimated Fees

<u>Estimated Cost for Services</u>	\$ <u>34,350.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

This agreement pertains to providing exceptional service(s) for (JB081313) a Special Education pupil who is a resident of LEA and currently attends Foster School, a special education programs operated by VCOE.

Paraeducator performing special circumstance educational support (SCES) throughout the school day for 1,650 minutes weekly. ESY will be provided in the classroom for 1,200 minutes weekly.

LEA acknowledges that certain types of expense will continue to accrue during periods of student's absence from school, but not limited to salary and benefits of staff providing the exceptional service(s). LEA further acknowledges that if the exceptional service(s) includes the service(s) of VCOE employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves VCOE's program, VCOE will make every attempt to re-assign any staff involved in providing the exceptional service(s), however, if that is not possible, LEA will reimburse VCOE for expense incurred through the layoff notice period.

It shall be the responsibility of LEA to notify VCOE of any change in district of residence or change in the IEP that would affect this contract.

WORK SCHEDULE (if applicable):

Please see the Foster School calendar for the 23-24 School Year on the VCOE website at www.vcoe.org/special-education/calendars.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 15, 2024

Agenda Section: Section D: Action Items

Adoption of Resolution No. 23-22 Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures Relating to the Rose Avenue Elementary School Project (Mitchell/Miller/CFW)

The District's Board of Trustees held a public hearing on the date hereof to consider the conveyance of an easement, including the dedication of certain water utilities ("Easement") and to consider granting certain covenants and restrictions relating to Storm Water Quality Control measures ("Covenant") to the City of Oxnard in connection with City permits for the Rose Avenue Elementary School project.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees adopt Resolution No. 23-22 Authorizing and Approving the Conveyance and Dedication to the City of Oxnard of a Water Utility Easement, Together with Certain Installed Water Facilities and Certain Access Rights, and a Covenant and Deed Restriction Relating to Certain Storm Water Quality Control Measures.

ADDITIONAL MATERIALS:

Attached: [Resolution No. 23-22 \(2 pages\)](#)

[Easement Deed \(6 pages\)](#)

[Covenant & Deed Restriction for Storm Water Measures \(42 pages\)](#)

RESOLUTION NO. 23-22

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT AUTHORIZING AND APPROVING THE CONVEYANCE AND DEDICATION TO THE CITY OF OXNARD OF A WATER UTILITY EASEMENT, TOGETHER WITH CERTAIN INSTALLED WATER FACILITIES AND CERTAIN ACCESS RIGHTS, AND A COVENANT AND DEED RESTRICTION RELATING TO CERTAIN STORM WATER QUALITY CONTROL MEASURES; AND DIRECTING AND AUTHORIZING THE RECORDING OF SAID INSTRUMENTS

WHEREAS, the Oxnard School District (“District”) is the owner of certain real property located at 220 South Driskill Street, Oxnard, CA 93030, County of Ventura, State of California, and more commonly known as the Rose Avenue Elementary School (“Property”); and

WHEREAS, the City of Oxnard (“City”) has, as a condition for granting certain permits and approvals required in connection with the operation of the Property, requested that the District grant and convey to City an easement and right of access (the “Easement”) in, over, under and upon a 15 foot wide strip of land within the Property (the “Easement Area”), to survey, install, construct, reconstruct, enlarge, lay, alter, operate, inspect, remove, relocate, replace, and maintain water pipelines and facilities, including any appurtenant fixtures and/or equipment required for the waterlines (collectively, the “Water Facilities”); and

WHEREAS, the Easement is to be granted under the terms specified on the Easement Deed attached hereto as **Attachment 1** and District has initially constructed and installed the Water Facilities and, by means of the Easement, dedicates and conveys the same to City; and

WHEREAS, the City also requested that the District install and covenant to maintain and operate certain storm water quality control measures, all of which is intended to minimize pollutants in urban runoff and constitute restrictions that run with the land, all as described in the Covenant and Deed Restriction for Storm Water Quality Control Measures attached hereto as **Attachment 2** (“Covenant”) and the District has installed the agreed storm water facilities and intends to maintain and operated them as contemplated in the Operations and Maintenance Plan attached to the Covenant;

WHEREAS, Education Code Section 17556 authorizes the governing board of a school district to dedicate or convey an easement or any other interest in District property for public utility purposes after declaring its intention; and

WHEREAS, on May 1, 2024, the Board adopted a resolution declaring its intent to convey the Easement and the Covenant to the City, and to call a public hearing in connection therewith; and

WHEREAS, pursuant to Sections 17558 and 17559 of the California Education Code, all statutorily required notices were given, and on this 15th day of May, the Board held a public hearing on the question of conveying the Easement and the Covenant to the City, at which hearing all persons desiring to speak were afforded an opportunity to be heard; and

WHEREAS, the grant of the Easement over a portion of the Property, as described and depicted on Attachment 1, is in the best interests of the District because it provides improvements and continuing upgrades of public utilities serving the Property; and

WHEREAS, providing the Covenant and operating and maintaining the Storm Water Measures in accordance with the Operations and Maintenance Plan, all as described in Attachment 2, is in the best interest of the District and the community.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. Having received no legal protest on the question of the conveyance of the Easement, this Board hereby approves the District's conveyance of the Easement for water utilities purposes.
3. The President of this Board, the District Superintendent or a designee, are each hereby delegated authority, authorized, and directed to execute all documents and take all actions necessary to carry out the intent of this Resolution, including, without limitation, to (i) finalize and execute the Easement Deed in substantially the form attached to this Resolution as **Attachment 1**, and (ii) deliver the final, properly executed, Easement Deed to the City for recordation with the County Recorder's Office, and (iii) take any other actions and deliver such documents and certificates as deemed necessary and desirable to effect the full intent of this Resolution.
4. Having received no legal protest on the question of the conveyance of the Covenant and Deed Restriction, this Board hereby approves the District's conveyance of the Covenant for storm water facilities purposes.
5. The President of this Board, the District Superintendent or a designee, are each hereby delegated authority, authorized, and directed to execute all documents and take all actions necessary to carry out the intent of this Resolution, including, without limitation, to (i) finalize and execute the Covenant and Deed Restriction for Storm Water Quality Control Measures in substantially the form attached to this Resolution as **Attachment 2**, and (ii) deliver the final, properly executed, Covenant to the City for recordation with the County Recorder's Office, and (iii) take any other actions and deliver such documents and certificates as deemed necessary and desirable to effect the full intent of this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District, Ventura County, California, on May 15, 2024, by at least two-thirds (2/3) vote, as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Oxnard School District
Board of Trustees

Attest:

Clerk, Oxnard School District
Board of Trustees

Attachment 1 – Easement Deed (Waterline Easement)

Attachment 2 – Covenant and Deed Restriction for Storm Water Control Measures

RECORDING REQUESTED BY:

City of Oxnard
Request recording without fee. Record for the benefit of City of Oxnard pursuant to Sections 6103 and 27383 of Government code. No documentary transfer tax pursuant to R&T Code Section 11922

WHEN RECORDED, MAIL DOCUMENT TO:

Oxnard City Clerk’s Office
300 West Third Street, 4th Floor
Oxnard, CA 93030

APN: 216-0-181-025

SPACE ABOVE THIS LINE FOR RECORDER’S USE ONLY

MAIL TAX STATEMENTS TO: N/A

**EASEMENT DEED
(Waterline Easement)**

OXNARD SCHOOL DISTRICT (hereinafter referred to as “Grantor” or “District”), does hereby grant to THE CITY OF OXNARD, its successors and assigns (hereinafter referred to as “Grantee” or “City”), a **Waterline Easement** in, on, over and across a 15 (15.00) foot wide strip of land (the “Easement Area”) lying within that certain real property of the Grantor, situated in the City of Oxnard, County of Ventura, State of California, generally known as the Rose Avenue Elementary School (“School Site”) and described as follows:

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O’ La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled “Thomas A. Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.”, more particularity described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County.

The Easement Area is more particularly described on Exhibit “A” and depicted on Exhibit “B” both attached hereto and by this reference made a part hereof. This Waterline Easement, together with the rights of ingress and egress to and from the Easement Area, are granted by District for Grantee to survey, install, construct, reconstruct, enlarge, lay, alter, operate, inspect, remove, relocate, replace, and maintain water pipelines and facilities, including any appurtenant fixtures and/or equipment required for the waterlines (collectively, the “Public Facilities”). This dedication includes the Grantee Facilities within the Easement Area constructed by District for the purpose stated above,. Grantor shall not grant any easements of any kind whatsoever to others in, over, on, through, within, under and across the Easement Area without the prior written approval of the City.

City shall have free access to the Easement Area and Grantee Facilities, and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however that City shall comply with the following:

1. Grantee will ensure that all persons accessing the Easement Area under Grantee’s authority hereunder will be accompanied by a City employee. All City employees have passed background checks and will remain and supervise any non-city employee or City contractor that may be required to work on the easement facilities;

2. When an emergency situation arises, a non-city employee or City contractor may enter the easement area when directed or requested by the City or District for purposes of abating the emergency situation. District and City agree to cooperate regarding access required for an emergency situation; and
3. Grantee will conduct any activities at the Easement Area with due regard for the safety of students and school personnel ; and
4. IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed by its officers thereunto duly authorized, this _____ day of _____, 20____.

Grantor
OXNARD UNIFIED SCHOOL DISTRICT

By _____

Name _____

Its _____

Grantee
CITY OF OXNARD

By _____

Name _____

Its _____

NOTARY ACKNOWLEDGEMENT REQUIRED

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

**WATERLINE EASEMENT
OXNARD SCHOOL DISTRICT TO
CITY OF OXNARD**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF SAID DOCUMENT.

State of _____

County of _____

On _____, 20__ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person or entity on behalf of which the signatory acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from the OXNARD SCHOOL DISTRICT, a public school district organized under the laws of the State of California, the Grantor under the Waterline Easement to which this Certificate is attached, to the CITY OF OXNARD, a California governmental agency, as the Grantee under the Waterline Easement to which this Certificate is attached, is hereby accepted by order of the City Council, and the Grantee consents to recordation thereof by its duly authorized officer. This Certificate of Acceptance is executed in accordance with the requirements of the California Government Code section 27281.

CITY OF OXNARD

By: _____

Its: _____

Dated: _____

R313694.02
2-27-2023
REVISED
3-07-2023

EXHIBIT "A" LEGAL DESCRIPTION

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled "Thomas A.Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.", more particularly being a portion of the land described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County, described in parcels as follows:

Parcel 1:

Being a strip of land, 15.00 feet in width, the centerline of said strip of land being described as follows:

Commencing at the intersection of the Northerly right of way line of La Puerta Avenue, 50.00 feet wide, and the Easterly right of way line of Driskill Street, 60.00 feet wide, as shown on Record of Survey, filed in Book 61, Page 81, of Records of Survey in said office of the County Recorder; thence along said Easterly right of way line North 00°00'30" East 193.26 feet to the TRUE POINT OF BEGINNING; thence leaving said Easterly right of way line South 89°59'30" East 34.71 feet to a point hereinafter referred to as Point "A"; thence continuing South 89°59'30" East 24.10 feet; thence North 45°00'30" East 13.05 feet.

The sidelines of said strip of land to be lengthened or shortened so as to originate in said Easterly right of way line of Driskill Street.

Containing an area of 1,078 square feet, more or less.

Parcel 2:

Being a strip of land, 15.00 feet in width, the centerline of said strip of land being described as follows:

Beginning at Point "A" as described hereinabove; thence North 00°00'00" East 215.80 feet; thence North 90°00'00" East 75.45 feet; thence South 44°59'36" East 35.29 feet; thence North 90°00'00" East 190.90 feet to a point hereinafter referred to as Point "B"; thence continuing North 90°00'00" East 82.54 feet; thence South 00°00'00" East 329.39 feet; thence South 89°59'36" East 28.56 feet; thence South 00°00'24" West 7.93 feet to said Northerly right of way line of La Puerta Avenue.

Excepting therefrom that portion lying with said Parcel 1.

The sidelines of said strip of land to be lengthened or shortened so as to terminate in said Northerly right of way line of La Puerta Avenue.

Containing an area of 14,289 square feet, more or less.

Parcel 3:

Being a strip of land, 15.00 feet in width, the centerline of said strip of land being described as follows:

Beginning at Point "B" as described hereinabove; thence South 00°00'00" East 55.69 feet.

Excepting therefrom that portion lying with said Parcel 2.

Containing an area of 723 square feet, more or less.

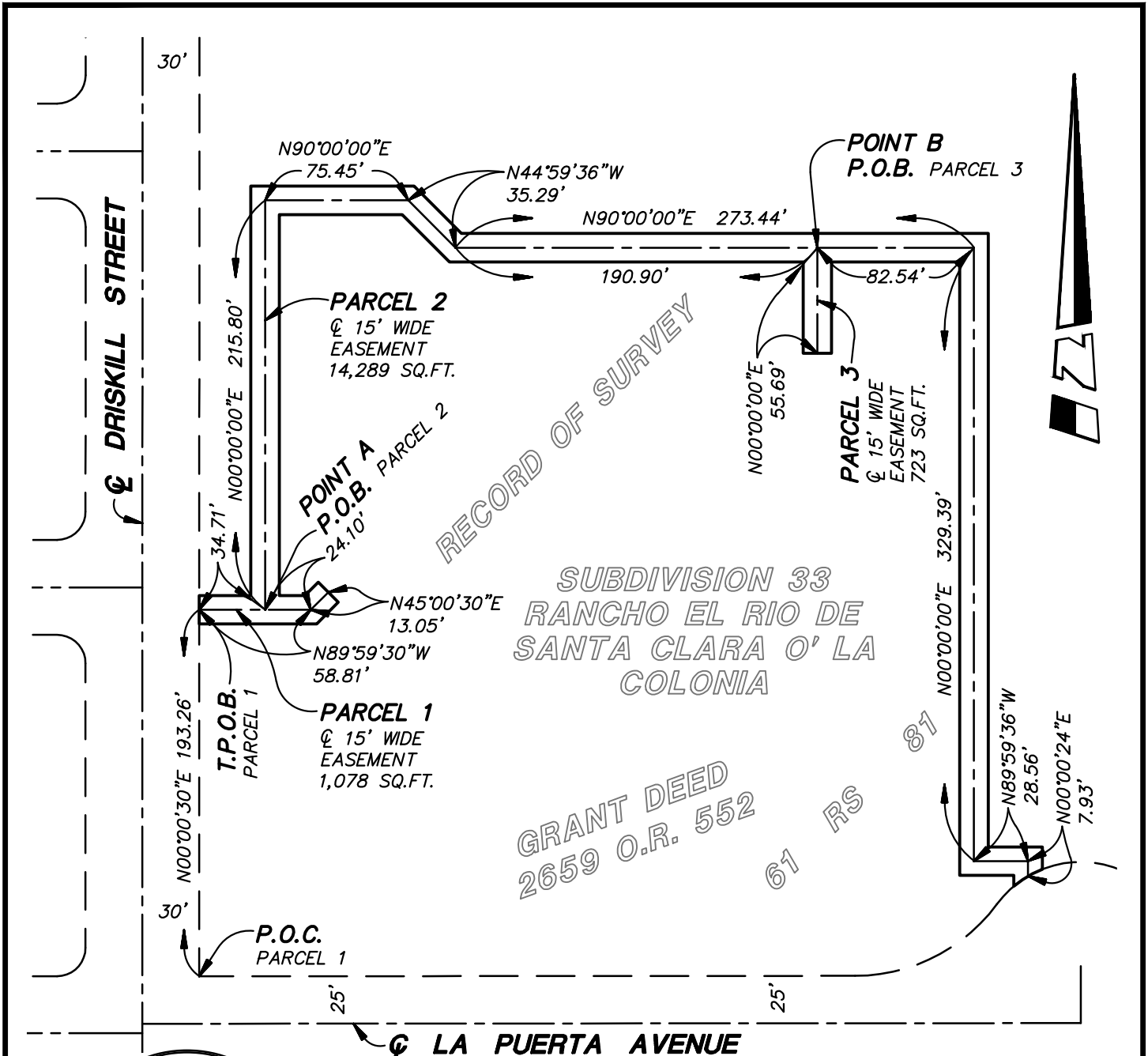
Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey

DAVID W. MACKEY, PLS 8912





REVISED: 3/7/2023

HUITT - ZOLLARS
 Huitt-Zollars, Inc. Irvine
 2603 Main Street, Suite 400, Irvine, CA 92614
 Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY
David W. Mackey 3/7/2023

SKETCH TO ACCOMPANY
 A LEGAL DESCRIPTION

EXHIBIT 'B'
WATERLINE
EASEMENT

SCALE	1"=80'
DRAWN BY	DWM
DATE	2/27/2023
JOB NO.	R313694.02

RECORDING REQUESTED BY:
City of Oxnard
Request recording without fee. Record
for benefit of City of Oxnard pursuant
to Section 6103 of Government Code

WHEN RECORDED MAIL TO:
Oxnard City Clerk's Office
300 West Third Street, 4th Floor
Oxnard, California 93030

APN(s):

**Covenant & Deed Restriction
For Storm Water Quality Control Measures
Maintenance and Access**

THIS DECLARATION OF RESTRICTIVE COVENANT & DEED RESTRICTION
is executed by _____

Oxnard School District ("District" or _____ ("DECLARANT"),
this ____ day of _____ 20____, in favor of the CITY OF OXNARD, a municipal
corporation ("CITY"), located in the County of Ventura, State of California;

WHEREAS, DECLARANT owns real property ("Property") in the City of Oxnard,
County of Ventura, State of California, (APN(s) 216-0-181-025)
more specifically described in Exhibit "A", which exhibit is attached hereto and incorporated
herein by this reference; and

WHEREAS, Planning and Zoning Permit(s) NP 21-05 ("Project")
approved on the Property require(s) implementation and continual maintenance of on-site storm
water quality control measures to minimize pollutants in urban runoff; and

WHEREAS, DECLARANT has chosen to install, operate, and maintain the storm water
quality control measures depicted in the Site Map (Exhibit "B") in accordance with the
Operations and Maintenance Plan (Exhibit "C"), which exhibits are attached hereto and
incorporated herein by this reference, hereinafter referred to as "the Control Measures", as the
Project on-site storm water quality control measures to minimize pollutants in urban runoff.
Installation of the Control Measures is more particularly shown on City of Oxnard Drawing
Number 21-26A; and

WHEREAS, Project conditions of approval obligate DECLARANT to maintain the
Control Measures; and

WHEREAS, the Control Measures have been (or will be) installed in accordance with
plans and specifications accepted by CITY; and

WHEREAS, the Control Measures, having been (or to be) installed on private property
and draining only private property, are private facilities with all inspection, maintenance or
replacement therefore being the sole responsibility of DECLARANT in accordance with the
terms of this Covenant; and

WHEREAS, DECLARANT is aware that periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of the Control Measures and that, furthermore, such maintenance activities will require compliance with all Local, State, and Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs.

NOW, THEREFORE, DECLARANT covenants as follows:

1. DECLARANT hereby provides CITY or CITY'S designee complete access, of any duration, to the Control Measures and their immediate vicinity at any time, upon reasonable notice, or in the event of emergency, as determined by CITY'S Director of Public Works ("Director") no advance notice, for the purpose of inspection, sampling, and/or testing of the Control Measures, and in case of emergency, to undertake all necessary repairs or other preventative measures at DECLARANT'S expense as provided in paragraph 3 below. CITY shall make reasonable efforts to minimize or avoid interference with DECLARANT'S use of Property.
2. DECLARANT shall use its best efforts to diligently maintain the Control Measures in a manner assuring peak performance at all times. DECLARANT agrees that the minimum periodic maintenance to be performed by DECLARANT to minimize pollutants in runoff from Property is specified within Exhibit "C". DECLARANT acknowledges that significantly more maintenance may be required to assure peak performance as is required by this Covenant. DECLARANT and DECLARANT'S representative or contractor shall exercise all reasonable precautions during removal and extraction of material(s) from the Control Measures and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by CITY, DECLARANT shall provide CITY with documentation identifying the material(s) removed, the quantity, and disposal destination. DECLARANT shall maintain records of all maintenance performed on the Control Measures for a minimum of five (5) years. Developer shall provide CITY with an annual report demonstrating proper maintenance and operation of Control Measures.
3. In the event DECLARANT, or its successors or assigns, in the opinion of Director, fails to accomplish the necessary maintenance contemplated by this Covenant, then following written notice to DECLARANT and after a reasonable period within which to cure (of not more than seven (7) days), Director is hereby authorized by DECLARANT to cause any necessary maintenance to be done and charge the entire cost and expense to the DECLARANT or DECLARANT'S successors or assigns, including administrative costs, attorney's fees and interest thereon at the maximum rate authorized by the Civil Code from the date of the notice of expense until paid in full.
4. In event of legal action occasioned by any default or action of DECLARANT, DECLARANT agree(s) to pay all costs incurred by CITY in enforcing the terms of this Covenant, including reasonable attorney's fees and costs, and that CITY may record such costs (including costs incurred under item 3 above) as a special assessment against Property or as a lien on Property if DECLARANT fails to pay such costs within 30 days of CITY providing DECLARANT with an invoice detailing such costs.
5. CITY may require DECLARANT to post security in a form and for a time period satisfactory to CITY to guarantee the performance of the obligations stated herein. Should

DECLARANT fail to perform the obligations under the Covenant, CITY may, in the case of a cash bond, act for DECLARANT using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations of this Covenant. As an additional remedy, Director may withdraw any previous storm water related approval with respect to the property on which the Control Measures have been installed until such time as DECLARANT pays to CITY its reasonable costs incurred in accordance with paragraphs 3 and 4 above.

6. This Covenant shall be recorded in the Office of the Recorder of Ventura County, California and shall constitute notice to all successors and assigns of the title to Property of the obligation herein set forth, and shall also constitute a lien in such amount as will fully reimburse CITY, including interest as herein above set forth, subject to foreclosure in event of default in payment.
7. DECLARANT agrees to indemnify, defend and hold harmless CITY and its officers, agents, employees and other authorized representatives from any and all liability, claims, demands, damages (whether contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, which result or are claimed to have resulted directly or indirectly from the wrongful or negligent acts, errors or omissions of DECLARANT or any of its employees, agents, or contractors in fulfilling DECLARANT'S obligations provided for in this Covenant, except in cases of sole negligence on the part of CITY or its officers, agents, employees or subcontractors.
8. The obligations herein undertaken by DECLARANT shall be deemed to be covenants running with Property and shall be binding upon the heirs, successors, executors, administrators and assigns of DECLARANT. The term "DECLARANT" shall include not only the present DECLARANT, but also DECLARANT'S heirs, successors, executors, administrators, and assigns. DECLARANT shall notify any successor to title of all or part of Property of the existence of this Covenant. DECLARANT shall provide such notice prior to such successor obtaining an interest in all or part of Property. DECLARANT shall provide a copy of such notice to CITY at the same time such notice is provided to the successor.
9. Time is of the essence in the performance of this Covenant and Deed Restriction.
10. Any notice to a party required or called for in this Covenant and Deed Restriction shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

If to CITY:

City of Oxnard

Development Services Dept.

Attn: Development Services Manager

214 S. C Street

Oxnard, CA 93030

If to DECLARANT:

Oxnard School District

Superintendent's Office

1051 South A Street

Oxnard, CA 93030

IN WITNESS THEREOF, DECLARANT has executed this Restrictive Covenant and Deed Restriction as of the date first written above.

DECLARANT:

DECLARANT:

Entity: _____

Entity: _____

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

NOTARY ACKNOWLEDGEMENT REQUIRED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Seal

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Seal

Signature _____ .

R313694.02

6-7-2022

EXHIBIT "A"
LEGAL DESCRIPTION

That portion of Subdivision 33 of the Rancho El Rio de Santa Clara O' La Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of Ventura County, in an action entitled "Thomas A.Scott, et al, Plffs. vs Rafael Gonzales, et al, Defts.", more particularity being all of the land described in that certain Grant Deed recorded October 29, 1964, in Book 2659, Page 552, of Official Records in the office of the County Recorder of said County.

Subject to covenants, conditions, reservations, restrictions, rights-of-way and easements, if any, of record.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

David W. Mackey

DAVID W. MACKEY, PLS 8912



SANTA LUCIA AVENUE

**TRACT NO. 1363-2
33 M.R. 8-11 (MAPS)**

TRACT NO. 1615-2

HAAZ WAY

GAUCHO WAY

FERRARA WAY

**SUBDIVISION 33
RANCHO EL RIO DE
SANTA CLARA O' LA
COLONIA**

**GRANT DEED
2659 O.R. 552**

DRISKILL STREET

51 M.R. 76-77 (MAPS)



LA PUERTA AVENUE

**TRACT 4884
125 M.R. 034 (MAPS)**

HUITT-ZOLLARS

Huitt-Zollars, Inc. Irvine
2803 Main Street, Suite 400, Irvine, CA 92614
Phone (949) 988-5815 Fax (949) 988-5820

APPROVED BY

David W. Mackey

6/7/2022

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

**STORM WATER
COVENANT**

SCALE 1"=150'

DRAWN BY DWM

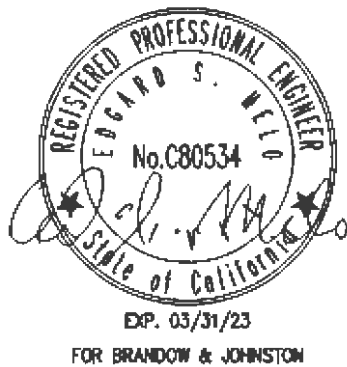
DATE 6/7/2022

JOB NO. R313694.02

Reconstruction of Rose Avenue K-5 School 220 S. Driskill St Oxnard, CA 93030

Exhibit "C"

Storm Water Quality
Operation and Maintenance Plan
February 15, 2023



Prepared for:
Oxnard School District
Rose Avenue K-5 School
220 S Driskill St
Oxnard, CA 93030

Project Architect:
IBI Group
4119 Broad Street, Suite 210
San Luis Obispo, CA 93401
Tel: (805) 546-0433

Prepared by:
Ed Melo, P.E.
Brandow & Johnston
700 South Flower St, Suite 1800
Los Angeles, CA 90017
Tel: (213) 596-4500

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- A. Site Map
- B. BMP Treatment Devices Exhibit
- C. Site Control Measure Descriptions and Operational/Maintenance Requirements
- D. Basic Inspection and Maintenance Activities Table
- E. Manufacturer O&M Manuals

Site 1 - Introduction

Oxnard School District has retained IBI Group and Brandow & Johnston to provide Architectural Engineering services for the reconstruction of Rose Avenue K-5 School at 220 S. Driskill St, Oxnard, CA 93030.

The school currently resides at a developed 9.3-acre lot. There are currently 11 one-story buildings, 3 asphalt parking lots, an asphalt playground and a grass playfield. Residential homes to the north, west, and south and the Rice Road Drain to the east surround the school. The school lies within the Rice Road Drain Watershed Boundary. The existing site generally sheet flows southeasterly towards La Puerta Ave, which has a catch basin at the end of the cul-de-sac. There are also various existing catch basins that are connected to an onsite storm drain system. The existing on-site sheet flow and storm drain discharge into an RCP pipe within the Rice Road Drain.

All 9.3 acres of the school property will be redeveloped. The proposed project will include the construction of five new buildings, site hardscape, asphalt parking lot, asphalt playground, asphalt dropoff area, and playfields. The post-developed site drainage pattern will be similar to the existing drainage pattern. Storm water on hardscape will sheet flow and will be collected at various catch basins with filter inserts that discharge into the on-site storm drain. The proposed landscaped playfields will have subdrains with filter fabric that will connect to the site storm drain. Majority of the playfields will discharge into the on-site infiltration system while a small portion will discharge into an offsite parkway drain. Each new building will have downspouts that convey roof storm water to the on-site storm drain. The storm drain will discharge into an on-site infiltration system that will treat the runoff and limit the discharge leaving the site.

Excess water from the infiltration system will overflow into the existing 30" RCP storm drain main on La Puerta Avenue. This will require a new lateral and connection to the existing public storm drain main.

There are no planning and zoning permits for this project as the private property is being reviewed by District of State Architect (DSA). The public improvements are being reviewed under City of Oxnard Drawing No. 21-26A & Application #21-3856.

Potential Pollutant Sources

The following are identified as potential sources of pollutants for this project:

- Oil & Grease – The campus is surrounded by various driveways, each of which will collect oil and grease from vehicle traffic passing over them. Additionally, the campus will have various parking lots that can accumulate oil and grease.
- Suspendable Solids – Rooftop areas and parking areas are susceptible to collecting dust and silt from wind and rain events. Additionally, landscaping activities on-site have the potential to wash silt and other suspendable solids into roadways and subsequent drainage conveyances. There are no on-site industrial uses that pose a

significant source for metals to be of notable concern.

- Metals – Contact with vehicles, playground equipment, and other metal objects may create potential for metals to be collected by on-site drainage conveyances. There are no on-site industrial uses that pose a significant source for metals to be of notable concern.
- Gasoline – As discussed above, the lots are surrounded by driveways and vehicle traffic entering and existing the site, which increases the potential for gasoline contact (from vehicle leakage or spills). Landscaping uses (mowers, trimmers) and small vehicle use that are fueled by small gasoline containers also pose added risk for gasoline spills.
- Pesticides – Pesticide potential sources include landscape areas. As the project site contains several landscape areas, this is anticipated to be a notable concern.
- Pathogens – Pathogen sources on-site are limited to wildlife waste products. Limited bird/other animal waste are anticipated to be the largest potential, which will likely be largely mitigated by continuing landscape services that remove waste prior to being washed into drainage conveyances.
- Nutrients – Fertilizer that may be applied to landscaped areas as well as potential soil additives (i.e. peat) to landscaped areas provide minimal potential for nutrients to enter storm water conveyances.
- Trash and Litter – On-site trash will be collected and stored within individual units (trash enclosures) providing roof and wall structures to prevent water and wind from carrying trash. That said, some risk remains for trash and litter to be collected in storm water conveyances, mainly resulting from potential litter.
- Pool Chlorine/Backwash – The site does not currently include pool area; thus, these pollutants will not be encountered.

Proposed BMP Treatment Devices

This project proposed to treat and infiltrate the Stormwater Quality Design Volume (SQDV) under the terms of the 2011 Ventura County Technical Guidance Manual (TGM). The infiltration parameters for the project are provided by Report of Percolation Testing Project No. 30-1393T by CTE Inc.

See Attachment B for BMP treatment device type and location. The following table outlines the LID implementation for this project:

LID	Description/Function	Implementation	Used (Yes/No, if No, reason why)
Tree Preservation and Planting	Reduce runoff volumes and improve water quality. Leaf canopies intercept and hold large quantities of rainwater and root systems create voids in the soil that facilitate infiltration	Considered for use wherever feasible.	Yes – Trees will be planted throughout the site per the landscaping plan.
Structural Soils	Artificial growing medium that serves the multiple functions of encouraging root growth, satisfying pavement design, and increasing storm water holding capacity	Considered for use wherever feasible.	No – Infiltration is proposed as primary treatment and on-site soils exhibit good percolation rates
Bio-retention	Engineered storm water solutions that mimic the natural hydrological cycle and rely on biological and chemical processes that occur in nature to treat storm water.	Considered for use wherever feasible.	No – Due to constraints of site layout, bioretention is not feasible, however, LID requirements are met for the project through infiltration
Bio-Filtration	Filter strips/planters and vegetated swales, which filter runoff through soils and plant material to remove suspended sediments.	Considered for use wherever feasible.	No – Due to constraints of site layout, biofiltration is not feasible, however, LID requirements are met for the project through infiltration
Infiltration	Slow and filter runoff, thereby improving the water quality and reducing the volume of runoff leaving a site.	Considered for use wherever feasible.	Yes – There is one proposed infiltration system (Stormtech Chambers) to meet storm water quality requirements per the 2011 Technical Guidance Manual
Permeable Pavement	Facilitate infiltration by allowing storm water to soak through voids in the pavement into an underlying detention basin, gravel pit, or other	Considered for use for surface parking lots, enhanced pedestrian crossings, parks, and landscaped corridors wherever feasible.	No – Permeable pavement is not needed as site infiltration is obtained through proposed infiltration system.

	filtration media.		
Mechanical Filtration	Proprietary devices used to filter everything from trash to metals and organic compounds.	Considered only after other non-proprietary devices approved under the 2011 Technical Guidance Manual have been rejected.	Yes – Catch Basin filter inserts will be implemented to provide pre-treatment and trash capture prior to the primary infiltration device.
Subsurface Detention	Underground storm water detention systems used beneath parking lots and other appropriate areas to capture and store surface runoff and release it at pre-development flow rates.	Used when necessary to achieve acceptable off-site drainage flow rates.	Yes – This is provided with the underground Stormtech System to reduce the total flow leaving the site during a 100-year storm

To comply with Ventura County stormwater management standards, the methodology presented in the Ventura County Technical Guidance Manual for Stormwater Quality Control Measures, dated June 29, 2018, will be implemented. This project will implement an underground Stormtech Infiltration Structure BMP to treat the required Stormwater Quality Design Volume (SQDV). The Stormtech structure includes isolator rows that provides pre-treatment for the entirety of the system. The pre-treatment was sized for the 85th (2-year return period) percentile storm flow rate of 9.40 cfs. The two isolator rows plus additional chamber for this system will provide a total of 9.40 cfs of treatment.

Additionally, Flexstorm inserts will be installed at each on-site catch basin. This will provide full trash capture and 80% TSS removal of 50-micron particles per California State Water Board requirements.

The proposed BMP will be sized to capture and treat the entirety of the project area including impervious and pervious areas. The SQDV is 12,700 CF and was calculated from a 0.75-inch storm event. The system will fill up and infiltrate the design volume within 96 hours. The SQDV infiltrates in 29 hours, which meets the requirements. The proposed infiltration BMP has a capacity of 14,057 CF. The total capacity of the BMP exceeds the SQDV and therefore complies with the Stormwater Quality requirements.

Responsible Parties

The person(s) responsible for operation and maintenance of Storm Water Quality Control Measures are listed as follows:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514

Section 2 – Site Map

The project Site Map is contained in Attachment A.

Section 3 – Site Control Measure Descriptions & O/M Requirements

The project Site Control Measure Descriptions and Operational/Maintenance Requirements are contained in Attachment C. The project BMP Treatment Devices Exhibit is contained in Attachment B.

Section 4 – Spill Plan

In the event that a hazardous material, such as oil or gasoline, should spill on-site, the following procedures should be taken:

1. Contact the site representative, Dana Miller, at (805) 385-1514, and/or, the City of Oxnard at (805) 488-3517.
2. As appropriate for the site, provide emergency containment and cleaning procedures. Once the source of the spill has been contained, emergency cleaning procedures for each Site Control Measure should be initiated based on cleaning guidelines outline in Section 3 – Site Control Measure Description & O/M Requirements.
3. Follow the emergency sampling procedure for spills below.

Emergency Sampling Procedures for Spills

Samples of discharge shall be collected in the area drain immediately downstream of the spill. If not feasible, samples should be taken directly at the catch basin at the end of the Cul-de-sac on La Puerta Avenue. All campus discharge is routed to this catch basin then the Rice Road Drain to the east. This catch basin is accessible through manhole. Grab samples shall be collected and preserved for testing. To maintain sample integrity and prevent cross contamination, sample collection personnel shall follow the following protocols:

- Collect samples (for laboratory analysis) only in analytical laboratory-provided sample containers;
- Wear clean, powder-free nitrile gloves when collecting samples;
- Change gloves whenever something not known to be clean has been touched;
- Decontaminate all equipment (e.g. bucket, tubing) prior to sample collection using a trisodium phosphate water wash, distilled water rinse, and final rinse with distilled water;
- Do not smoke during sampling events;
- Never sample near running vehicle;
- Do not eat or drink during sample collection; and
- Do not breathe, sneeze, or cough in the direction of an open sample container.

The most important aspect of grab sampling is to collect a sample that represents the entire runoff stream. Typically samples are collected by dipping the collection container in the runoff flow paths and streams as noted below.

- Avoid collecting samples from ponded, sluggish, or stagnant water.
- Avoid collecting samples directly downstream from a bridge as the samples can be affected by the bridge structure or runoff from the road surface.

Samples for laboratory analysis must be handled as follows. Immediately following sample collection:

- Complete sample container labels;
- Sealed containers in a re-sealable storage bag;
- Place sample containers into an ice-chilled cooler; and
- Document sample information.

All samples for laboratory analysis must be maintained between 0-6 Celsius during delivery to the laboratory. Samples must be kept on ice, or refrigerated, from sample collection through delivery to the laboratory. Place samples to be shipped inside coolers with ice within the timeframe required by the treating procedure. Make sure the sample bottles are well packaged to prevent breakage and secure cooler lids with packaging tape.

Section 5 – Facility Changes

Operational or facility changes which significantly affect the character or quality of pollutants discharging into the storm water management control measures will require modifications to the Maintenance Plan and/or additional storm water control measures.

Section 6 – Training

It is the owner's responsibility, as defined in Section 1, to identify appropriate persons to be trained and to assure proper training takes place. Training to include the following:

- Good housekeeping procedures defined in the plan.
- Proper maintenance of all pollution mitigation devices.
- Identification and cleanup procedures for spills and overflows.
- Large-scale spill or hazardous material response.
- Safety concerns when maintaining devices and cleaning spills.

Section 7 – Basic Inspection and Maintenance Activities

The Basic Inspection and Maintenance Activities Table is contained in Attachment D

Section 8 – Revisions of Pollution Mitigation Measures

If future correction or modification of past storm water management control measures or procedures is required, the owner shall obtain approval from the governing storm water agency prior to commencing any work. Corrective measures or modifications shall not cause discharges to bypass or otherwise impede existing storm water control measures.

Section 9 – Monitoring & Reporting Program

The owner shall provide an annual report demonstrating proper maintenance and operation of project Control Measures. The annual report shall, at a minimum, comply with the requirements of Part 4, Section E.IV.2(d) of the MS4 permit. Annual reports shall be transmitted to:

City of Oxnard Stormwater Program
Attn: Technical Services Manager
6001 Perkins Road
Oxnard, CA 93033

Additional monitoring and reporting requirements may be required by the city.

Attachments

Attachment A – Site Map

Attachment B – BMP Treatment Devices Exhibit

Attachment C – Site Control Measure Descriptions and Operational/Maintenance Requirements

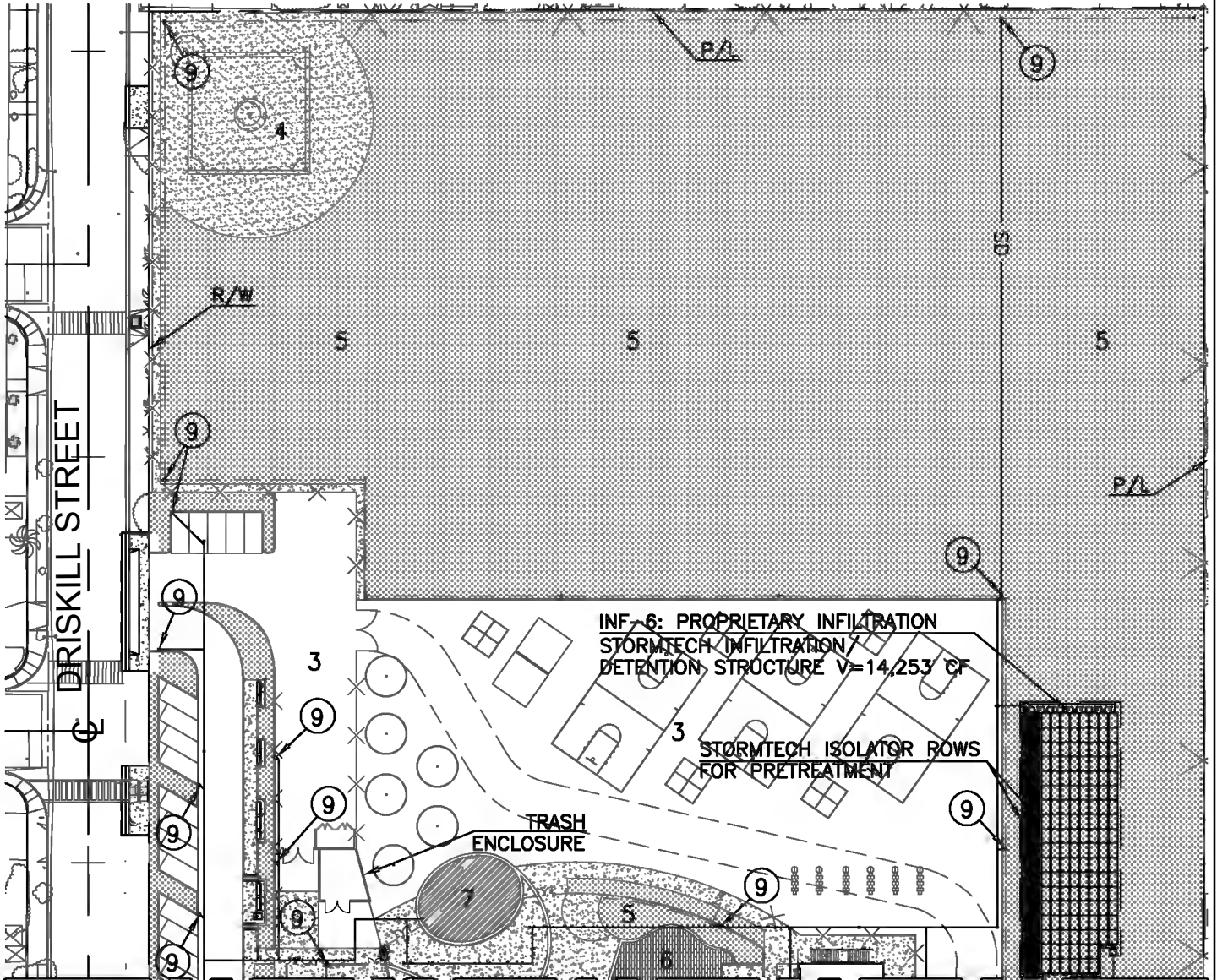
Attachment D – Basic Inspection and Maintenance Activities Table

Attachment E – Manufacturer O&M Manuals




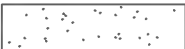
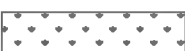



Attachment A

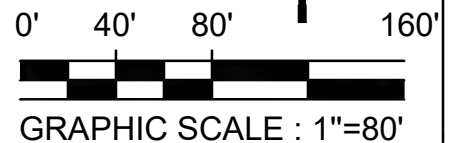
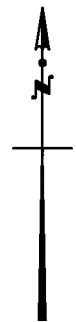
SITE MAP

SHEET 1 OF 2



LEGEND

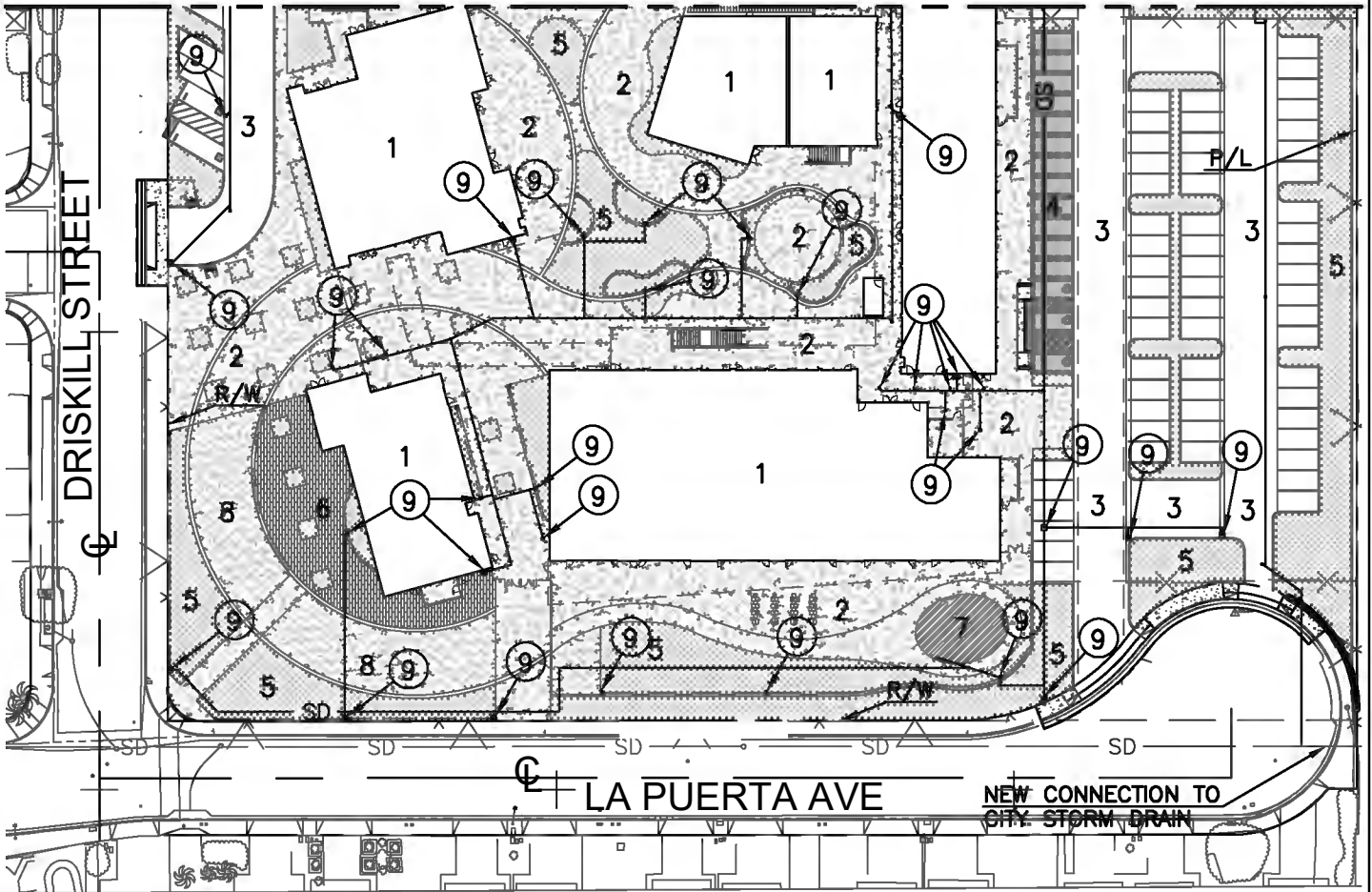
- | | |
|--|---|
| <p>1  BUILDING OUTLINE</p> <p>2  NEW CONCRETE PAVEMENT</p> <p>3  NEW ASPHALT CONCRETE PAVEMENT</p> <p>4  NEW DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS</p> <p>5  NEW PLANTER AREA PER LANDSCAPE PLANS</p> <p>6  NEW CONCRETE PAVERS PER LANDSCAPE PLANS</p> | <p>7  NEW RUBBERIZED SURFACE PER LANDSCAPE PLANS</p> <p> CATCH BASIN INLET W/ FLEXSTORM INSERTS</p> <p>— — — — — PROPERTY LINE</p> <p>— SD — — — — — PROP. STORM DRAIN</p> <p>— — — — — PROP. PERFORATED STORM DRAIN</p> <p>— SD — — — — — EXIST. STORM DRAIN</p> |
|--|---|



SITE MAP

SHEET 2 OF 2

MATCHLINE - SEE SHEET 1



LEGEND

- | | | | | | |
|---|--|---|------------------------------|--|--|
| 1 | | BUILDING OUTLINE | 7 | | NEW RUBBERIZED SURFACE PER LANDSCAPE PLANS |
| 2 | | NEW CONCRETE PAVEMENT | 8 | | NEW DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS |
| 3 | | NEW ASPHALT CONCRETE PAVEMENT | 9 | | CATCH BASIN INLET W/ FLEXSTORM INSERTS |
| 4 | | NEW PERMEABLE PAVEMENT | PROPERTY LINE | | |
| 5 | | NEW PLANTER AREA PER LANDSCAPE PLANS | PROP. STORM DRAIN | | |
| 6 | | NEW CONCRETE PAVERS PER LANDSCAPE PLANS | PROP. PERFORATED STORM DRAIN | | |
| | | | EXIST. STORM DRAIN | | |

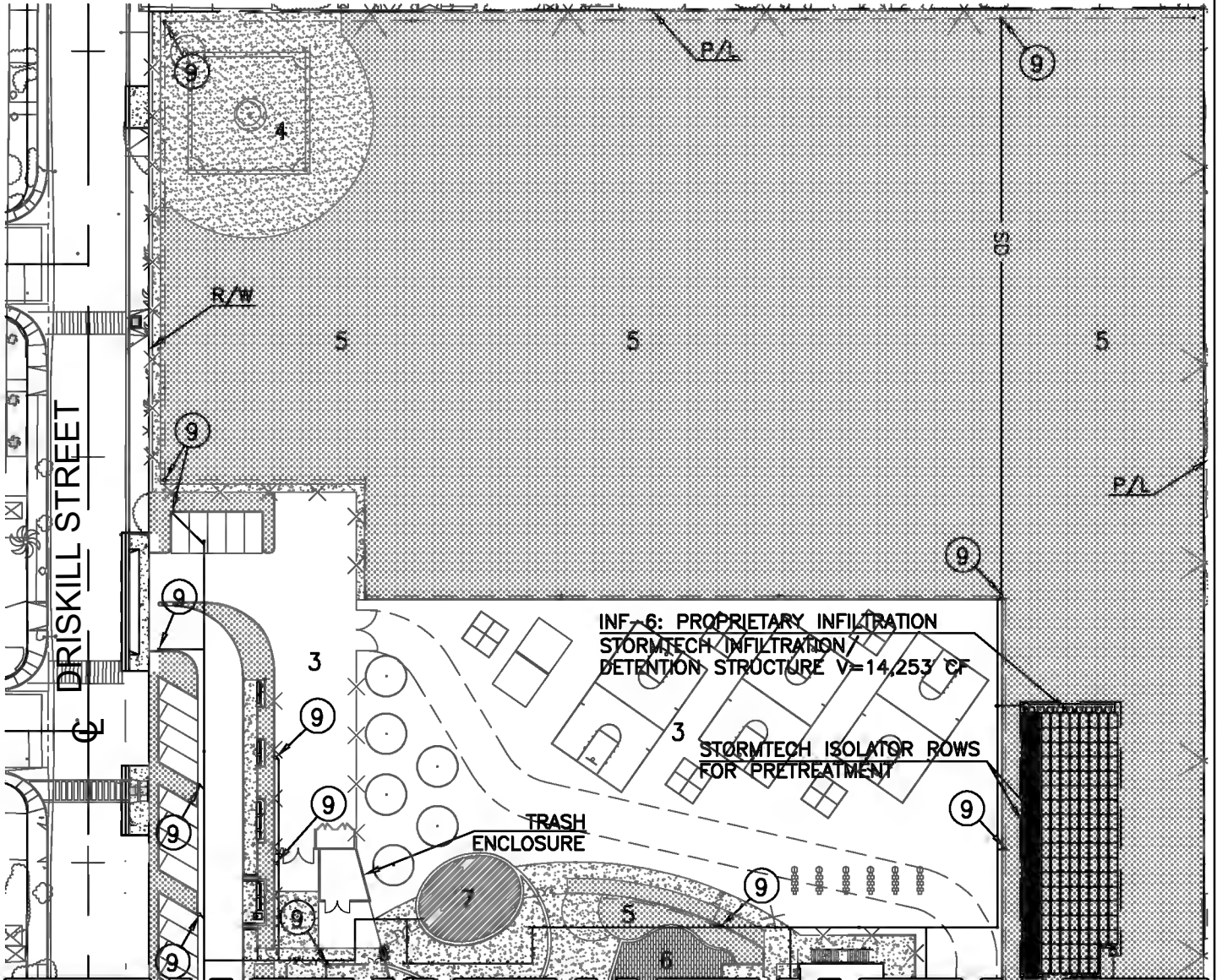
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GRAPHIC SCALE : 1"=80'




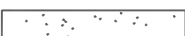

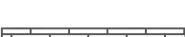
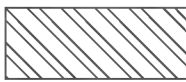

Attachment B

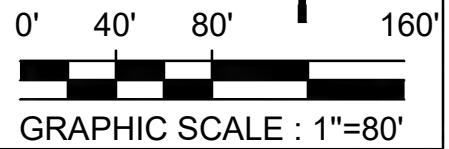
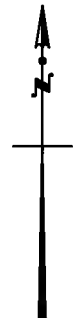
BMP TREATMENT DEVICES EXHIBIT



MATCHLINE - SEE SHEET 2

LEGEND

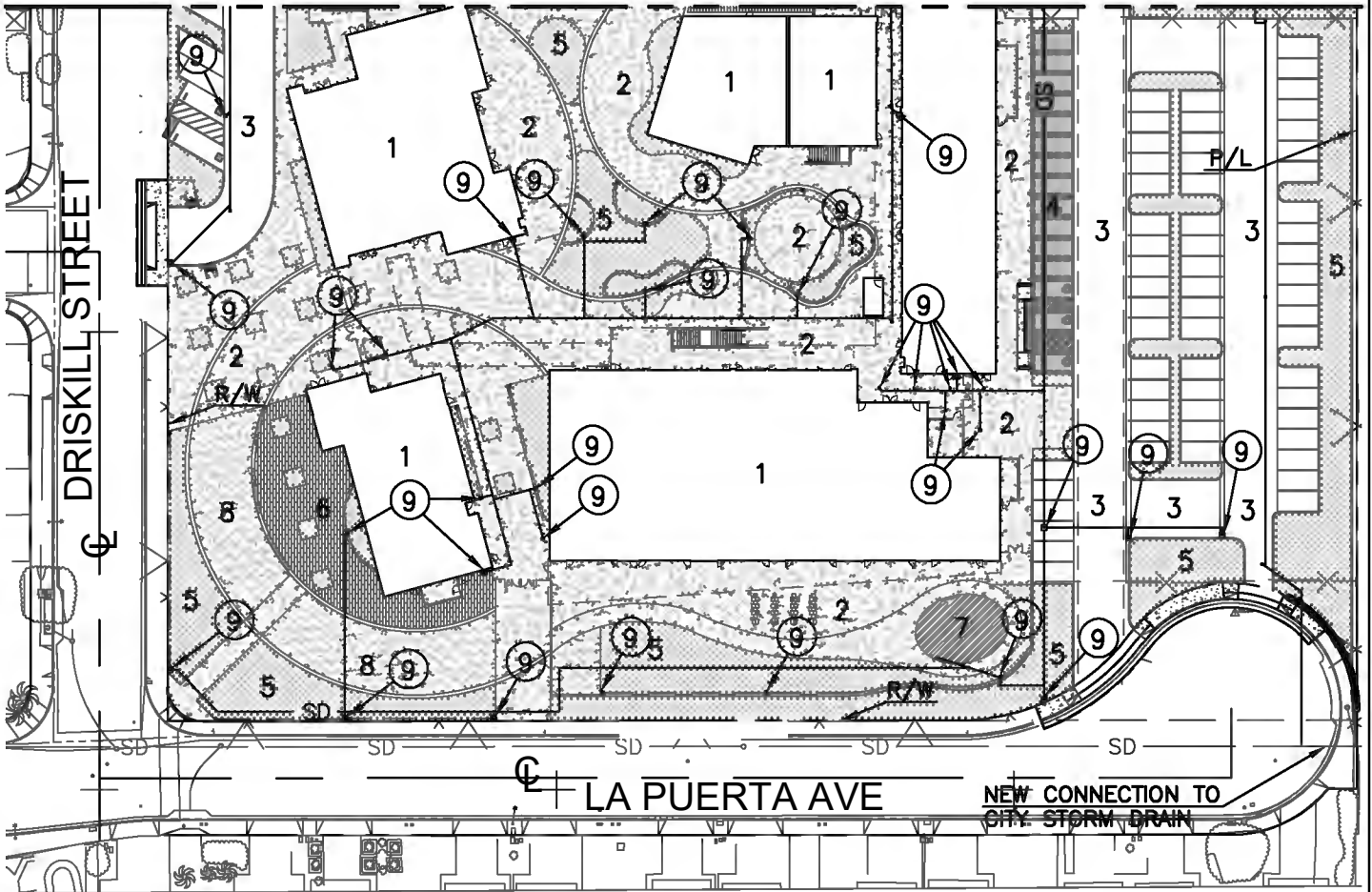
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| <p>1  BUILDING OUTLINE</p> <p>2  NEW CONCRETE PAVEMENT</p> <p>3  NEW ASPHALT CONCRETE PAVEMENT</p> <p>4  NEW DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS</p> <p>5  NEW PLANTER AREA PER LANDSCAPE PLANS</p> <p>6  NEW CONCRETE PAVERS PER LANDSCAPE PLANS</p> | <p>7  NEW RUBBERIZED SURFACE PER LANDSCAPE PLANS</p> <p>⑨  CATCH BASIN INLET W/ FLEXSTORM INSERTS</p> <p>— — — — — PROPERTY LINE</p> <p>— SD — — — — — PROP. STORM DRAIN</p> <p>— — — — — PROP. PERFORATED STORM DRAIN</p> <p>— SD — — — — — EXIST. STORM DRAIN</p> |
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BMP TREATMENT DEVICES EXHIBIT

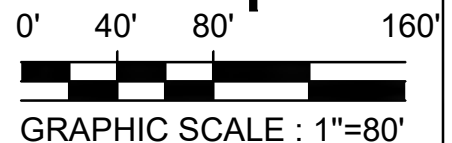
SHEET 2 OF 2

MATCHLINE - SEE SHEET 1



LEGEND

- | | | | | | |
|---|--|---|-----|--|--|
| 1 | | BUILDING OUTLINE | 7 | | NEW RUBBERIZED SURFACE PER LANDSCAPE PLANS |
| 2 | | NEW CONCRETE PAVEMENT | 8 | | NEW DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS |
| 3 | | NEW ASPHALT CONCRETE PAVEMENT | ⑨ | | CATCH BASIN INLET W/ FLEXSTORM INSERTS |
| 4 | | NEW PERMEABLE PAVEMENT | --- | | PROPERTY LINE |
| 5 | | NEW PLANTER AREA PER LANDSCAPE PLANS | --- | | PROP. STORM DRAIN |
| 6 | | NEW CONCRETE PAVERS PER LANDSCAPE PLANS | --- | | PROP. PERFORATED STORM DRAIN |
| | | | --- | | EXIST. STORM DRAIN |



Attachment C

Operation and Maintenance (O&M) Plan

APN: 216-0-181-025; Oxnard CA

Component: Stormwater Storage and Infiltration System – Model No. SC-740 Chamber – Stormtech Systems

1. ENTITY RESPONSIBLE FOR MAINTENANCE:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514.

2. REGULAR SWEEPING AND REMOVAL OF DEBRIS:

Inspect area surrounding unit on a monthly basis. As needed, sweep and remove sediment and debris from the vicinity surrounding the access manhole. Ensure that manhole covers are free of debris and sediment.

3. REGULAR INSPECTIONS

Inspection ports provide visual access to the system with the use of a flashlight. A stadia rod may be inserted to determine the depth of sediment. A cleanout is required when sediment has accumulated to an average depth exceeding 3" (76 mm). A StormTech Isolator Row should be inspected bi-annually until an understanding of the sites characteristics is developed.

4. CLEANING

The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, a wave of suspended sediments is flushed back into the manhole for vacuuming. The JetVac process shall only be performed on StormTech Rows that have AASHTO class 1 woven geotextile over their foundation stone (ADS 315WTM or equal).

5. MAINTENANCE LOGS

Inspection is easily accomplished through the manhole or optional inspection ports of an Isolator Row. Keep a log of all inspections and maintenance performed on the unit. Include photos.

6. REFERENCE

Refer to manufacturer O&M recommendations for additional operations and maintenance details here on Attachment E.

Operation and Maintenance (O&M) Plan

APN: 216-0-181-025; Oxnard CA

Component: Pretreatment and Trash Capture – Flexstorm Catch Basin Inserts – ADS

1. ENTITY RESPONSIBLE FOR MAINTENANCE:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514.

2. REGULAR SWEEPING AND REMOVAL OF DEBRIS:

Empty the sediment bag if more than half filled with sediment and debris, or as directed. Remove the grate, engage the lifting bars with the FLEXSTORM Removal Tool, and lift from drainage structure. Dispose of sediment or debris as directed by the Engineer or Maintenance contract.

3. REGULAR INSPECTIONS

Inspect area surrounding unit on a quarterly basis. Inspection should also occur following any rain **event greater than ½"**. **In snowfall affected regions additional inspections should take place before and after snowfall season.** Industrial application site inspections (loading ramps, wash racks, maintenance facilities) should occur on a regularly scheduled basis no less than 3 times/year.

4. CLEANING

An industrial vacuum can be used to collect sediment. Remove caked on silt from sediment bag and flush with medium spray with optimal filtration. Replace bag if torn or **punctured to >½" diameter on lower half of bag.**

5. MAINTENANCE LOGS

Keep a log of all inspections and maintenance performed on the unit. Include photos.

6. REFERENCE

Refer to manufacturer O&M recommendations for additional operations and maintenance details here on Attachment E.

Operation and Maintenance (O&M) Plan

APN: 216-0-181-025; Oxnard CA

Component: Nyloplast 30" Drain Basin

1. ENTITY RESPONSIBLE FOR MAINTENANCE:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514.

2. REGULAR SWEEPING AND REMOVAL OF DEBRIS:

Inspect area surrounding catch basin on a weekly basis. As needed, sweep and remove sediment and debris from the vicinity surrounding the grate. Ensure that grate covers are free of debris and sediment.

3. REGULAR INSPECTIONS

Inspect catch basin prior to the rainy season (beginning October 15th), at bimonthly intervals during the rainy season (December, February, April) and after significant storm events. One additional inspection shall take place midway through the dry season (July). Cleanouts of the system shall occur during December, February, April, and July Inspections.

4. CLEANING

- Clean surface area around grate, remove grate, and set aside
- Remove sediment and trash from inside of basin

5. MAINTENANCE LOGS

Keep a log of all inspections and maintenance performed on the unit. Include photos.

Operation and Maintenance (O&M) Plan

APN: 216-0-181-025; Oxnard CA

Component: Brooks 24"x24" and 12"x12" Catch Basin

1. ENTITY RESPONSIBLE FOR MAINTENANCE:

Dana Miller
Director of Facilities, Oxnard School District
1051 South A Street
Oxnard, CA 93030
(805) 385-1514.

2. REGULAR SWEEPING AND REMOVAL OF DEBRIS:

Inspect area surrounding catch basin on a weekly basis. As needed, sweep and remove sediment and debris from the vicinity surrounding the grate. Ensure that grate covers are free of debris and sediment.

3. REGULAR INSPECTIONS

Inspect catch basin prior to the rainy season (beginning October 15th), at bimonthly intervals during the rainy season (December, February, April) and after significant storm events. One additional inspection shall take place midway through the dry season (July). Cleanouts of the system shall occur during December, February, April, and July Inspections.

4. CLEANING

- Clean surface area around grate, remove grate, and set aside
- Remove sediment and trash from inside of basin

5. MAINTENANCE LOGS

Keep a log of all inspections and maintenance performed on the unit. Include photos.

Attachment D

Inspection and maintenance of project Storm Water Quality Control Measures (Control Measures) shall be performed by the responsible party identified in Section 1 at a minimum as indicated below and in Section 7 of this plan. Additional inspection and maintenance may be required to assuring peak performance of Control Measures at all times.

Storm Water Quality Control Measure or Pollutant Source	Inspection Frequency	Operations/Maintenance Activities
<p>1 - “Don’t dump – Drains to Ocean” Placard maintenance at all onsite catch basins/inlets.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>	<p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Yearly</p> <p><input type="checkbox"/> Prior to Rainy Season (Oct 1st)</p> <p><input type="checkbox"/> End of Rainy Season (April 15th)</p> <p><input type="checkbox"/> After large Rain Events</p> <p><input type="checkbox"/> Minimum of __ times per year</p> <p><input type="checkbox"/> As Needed (Minimum of yearly)</p> <p><input type="checkbox"/> Other _____</p>	<p>Replace placard if missing, defaced, or unreadable.</p>
<p>2 - Onsite Trash Enclosure to be provided with a solid roof and to be kept clean and free of spills.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>	<p><input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly</p> <p><input type="checkbox"/> Prior to Rainy Season (Oct 1st)</p> <p><input type="checkbox"/> End of Rainy Season (April 15th)</p> <p><input type="checkbox"/> After large Rain Events</p> <p><input type="checkbox"/> Minimum of __ times per year</p> <p><input type="checkbox"/> As Needed (Minimum of yearly)</p> <p><input type="checkbox"/> Other _____</p>	<p>a) Remove trash and debris from floor and walls of enclosure.</p> <p>b) Inspect roof structure for leaks and repair as needed.</p>

Storm Water Quality Control Measure or Pollutant Source	Inspection Frequency	Operations/Maintenance Activities
<p>3 - Onsite storm drain system to be kept clean and clear of obstructions.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>	<p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly</p> <p><input checked="" type="checkbox"/> Prior to Rainy Season (Oct 1st)</p> <p><input checked="" type="checkbox"/> End of Rainy Season (Apr 15th)</p> <p><input checked="" type="checkbox"/> After large Rain Events</p> <p><input type="checkbox"/> Minimum of __ times per year</p> <p><input checked="" type="checkbox"/> As Needed (Minimum of yearly)</p> <p><input type="checkbox"/> Other _____</p>	<p>Inspect and clean onsite catch basins and storm drain piping.</p>
<p>4 - Parking lot(s) to be maintained free of litter and debris.</p> <p><input checked="" type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable</p>	<p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly</p> <p><input checked="" type="checkbox"/> Prior to Rainy Season (Oct 1st)</p> <p><input type="checkbox"/> End of Rainy Season (April 15th)</p> <p><input type="checkbox"/> After large Rain Events</p> <p><input type="checkbox"/> Minimum of __ times per year</p> <p><input checked="" type="checkbox"/> As Needed (Minimum of yearly)</p> <p><input type="checkbox"/> Other _____</p>	<p>Sidewalks and parking lots to be swept regularly to prevent accumulation of litter and debris. Litter, debris, and any cleaning agents will be trapped and collected to prevent entry into storm drain system.</p>

5 – INF-6: Proprietary Infiltration

Proprietary infiltration products allow for infiltration and subsurface storage while offering durable prefabricated structures. There are many varieties of proprietary infiltration based Control Measures.

Inspection Frequency

- Monthly Quarterly Yearly
- Prior to Rainy Season (Oct 1st)
- End of Rainy Season (April 15th)
- After large Rain Events
- Minimum of 2 times per year (First Year)
- As Needed (Minimum of yearly)
- Other _____

Operations/Maintenance Activities

Proprietary Infiltration devices maintenance mainly involves regular cleaning of pre-treatment devices and management of adjacent areas to limit sediment contamination and prevent clogging caused by fine sediment.

The following operations and maintenance activities along with regular inspections are important for proper function of Proprietary Infiltration devices:

- 1) Regular inspection and removal of sediment, debris, and trash from device.
- 2) Inspect and repair flow entrances, ponding areas, and surface overflow areas if erosion is evident
- 3) Inspect and control for mosquitoes and other vectors as necessary.
- 4) Maintenance of pre-treatment filtration devices is critical to prevention of loss of long-term infiltration capability of Proprietary Infiltration devices. If drawdown time is observed to have increased significantly over the design drawdown time of ____ hours, cleaning of device may be necessary. This is an expensive maintenance activity and the need for it can be minimized through prevention of upstream erosion and proper maintenance of pre-treatment devices.
- 6) Additional manufacturer specific Operations/Maintenance Activities are included in Attachment E.
- 7) Perform inspections and complete **I.5 – Infiltration BMP Inspection and Maintenance Checklist** (Found in Section 7 – Basic Inspection and Maintenance Activities) at frequency specified in Inspection Frequency section. Maintain records of completed inspections for a minimum of five years.

6 – PT-2: Catch Basin Insert

Catch Basin Inserts are manufactured filters or fabric placed in a drop inlet to remove sediment and debris and may include sorbent media (oil absorbent pouches) to remove floating oils and grease.

Inspection Frequency

- Monthly Quarterly Yearly
- Prior to Rainy Season (Oct 1st)
- End of Rainy Season (April 15th)
- After large Rain Events
- Minimum of 3 times per year
- As Needed (Minimum of yearly)
- Other _____

Operations/Maintenance Activities

Catch Basin Insert maintenance mainly involves regular inspection, cleaning, and filter/sorbent replacement.

The following operations and maintenance activities along with regular inspections are important for proper function of Catch Basin Inserts:

- 1) Regular inspection and removal of sediment, debris, and trash from device. Initial inspection should be performed every 3 months and after every storm greater than 0.2 inches of rainfall. A revised inspection schedule should be determined based on the rate of sediment accumulation observed during initial inspections.
- 2) Inspection (every 3 months) and replacement of filter/sorbent media.
- 3) Inspect inlet and outlet openings for clogging.
- 4) Inspect and control for mosquitoes and other vectors as necessary.
- 5) Additional manufacturer specific Operations/Maintenance Activities are included in Attachment E.
- 6) Perform inspections and complete **I.10 – Proprietary Device Inspection and Maintenance Checklist** (Found in Section 7 – Basic Inspection and Maintenance Activities) at frequency specified in Inspection Frequency section. Maintain records of completed inspections for a minimum of five years.

I.5 Infiltration BMP Inspection and Maintenance Checklist

Date: _____ Work Order # _____

Type of Inspection: post-storm annual routine post-wet season pre-wet season

Facility: _____ Inspector(s): _____

Defect	Conditions When Maintenance Is Needed	Inspection Result (0,1, or 2) [†]	Date Maintenance Performed	Comments or Action(s) Taken to Resolve Issue
Appearance, vegetative health	Mowing and trimming vegetation is needed to prevent establishment of woody vegetation, and for aesthetic and vector reasons.			
Vegetation	Poisonous or nuisance vegetation or noxious weeds.			
	Excessive loss of turf or ground cover (if applicable).			
Trash & Debris	Trash and debris > 5 cf/1,000 sf (one standard size garbage can).			
Contaminants and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants.			
Erosion	Undercut or eroded areas at inlet or outlet structures.			
Sediment and Debris	Accumulation of sediment, debris, and oil/grease on surface, inflow, outlet or overflow structures.			
Sediment and Debris	Accumulation of sediment and debris, in sediment forebay and pretreatment devices.			
Water drainage rate	Standing water, or by visual inspection of wells (if available), indicates design drain times are not being achieved (i.e., within 72 hours).			

APPENDIX I: STORMWATER BMP MAINTENANCE PLAN GUIDANCE AND CHECKLISTS

Defect	Conditions When Maintenance Is Needed	Inspection Result (0,1, or 2) [†]	Date Maintenance Performed	Comments or Action(s) Taken to Resolve Issue
Media clogging surface layer	Lift surface layer (and filter fabric if installed) and check for media clogging with sediment (function may be able to be restored by replacing surface aggregate/filter cloth).			
Media clogging	Lift surface layer (and filter fabric if installed) and check for media clogging with sediment (partial or complete clogging which may require full replacement).			

[†]Maintenance: Enter 0 if satisfactory, 1 if maintenance is needed and include WO#. Enter 2 if maintenance was performed same day.

Attachment E

Isolator[®] Row Plus

O&M Manual



The Isolator[®] Row Plus

Introduction

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row Plus is a technique to inexpensively enhance Total Suspended Solids (TSS) and Total Phosphorus (TP) removal with easy access for inspection and maintenance.

The Isolator Row Plus

The Isolator Row Plus is a row of StormTech chambers, either SC-160, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-7200 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for sediment settling and filtration as stormwater rises in the Isolator Row Plus and passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow stormwater to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row Plus protecting the adjacent stone and chambers storage areas from sediment accumulation.

ADS geotextile fabric is placed between the stone and the Isolator Row Plus chambers. The woven geotextile provides a media for stormwater filtration, a durable surface for maintenance, prevents scour of the underlying stone and remains intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the chamber's sidewall. The non-woven fabric is not required over the SC-160, DC-780, MC-3500 or MC-7200 models as these chambers do not have perforated side walls.

The Isolator Row Plus is designed to capture the "first flush" runoff and offers the versatility to be sized on a volume basis or a flow-rate basis. An upstream manhole provides access to the Isolator Row Plus and includes a high/low concept such that stormwater flow rates or volumes that exceed the capacity of the Isolator Row Plus bypass through a manifold to the other chambers. This is achieved with an elevated bypass manifold or a high-flow weir. This creates a differential between the Isolator Row Plus row of chambers and the manifold to the rest of the system, thus allowing for settlement time in the Isolator Row Plus. After Stormwater flows through the Isolator Row Plus and into the rest of the chamber system it is either exfiltrated into the soils below or passed at a controlled rate through an outlet manifold and outlet control structure.

The Isolator Row FLAMP[™] (patent pending) is a flared end ramp apparatus attached to the inlet pipe on the inside of the chamber end cap. The FLAMP provides a smooth transition from pipe invert to fabric bottom. It is configured to improve chamber function performance by enhancing outflow of solid debris that would otherwise collect at the chamber's end. It also serves to improve the fluid and solid flow into the access pipe during maintenance and cleaning and to guide cleaning and inspection equipment back into the inlet pipe when complete.

The Isolator Row Plus may be part of a treatment train system. The treatment train design and pretreatment device selection by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, StormTech recommend using the Isolator Row Plus to minimize maintenance requirements and maintenance costs.

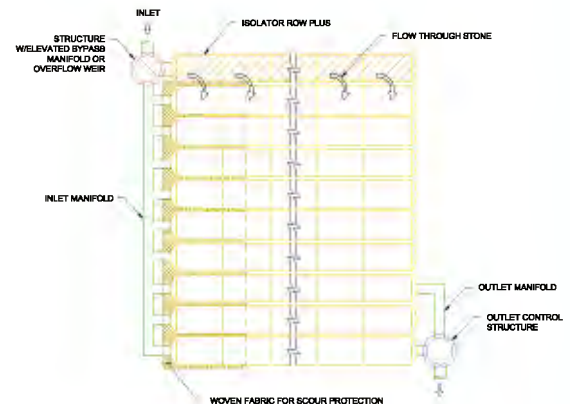
Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row Plus.



Looking down the Isolator Row PLUS from the manhole opening, ADS PLUS Fabric is shown between the chamber and stone base.



StormTech Isolator Row PLUS with Overflow Spillway (not to scale)



Isolator Row Plus Inspection/Maintenance

Inspection

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row Plus should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row Plus incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row Plus, clean-out should be performed.

Maintenance

The Isolator Row Plus was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided

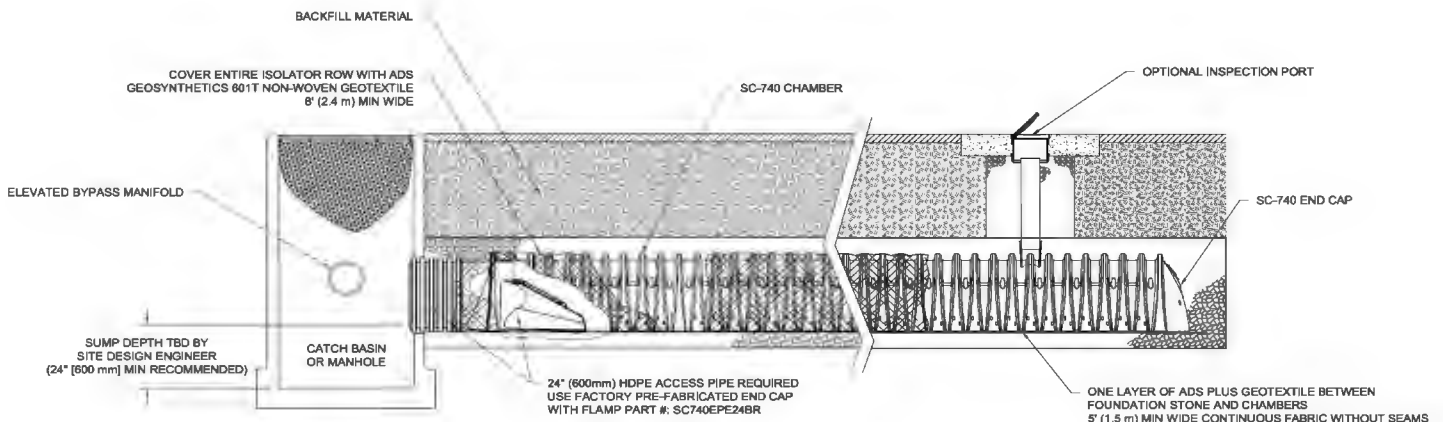
via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row Plus while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. JetVac reels can vary in length. For ease of maintenance, ADS recommends Isolator Row Plus lengths up to 200' (61 m). **The JetVac process shall only be performed on StormTech Isolator Row Plus that have ADS Plus Fabric (as specified by StormTech) over their angular base stone.**



StormTech Isolator Row PLUS (not to scale)

Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-7200 chamber models and is not required over the entire Isolator Row PLUS.



Isolator Row Plus Step By Step Maintenance Procedures

Step 1

Inspect Isolator Row Plus for sediment.

- A) Inspection ports (if present)
 - i. Remove lid from floor box frame
 - ii. Remove cap from inspection riser
 - iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
 - iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.
- B) All Isolator Row Plus
 - i. Remove cover from manhole at upstream end of Isolator Row Plus
 - ii. Using a flashlight, inspect down Isolator Row Plus through outlet pipe
 - 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 - 2. Follow OSHA regulations for confined space entry if entering manhole
 - iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

Step 2

Clean out Isolator Row Plus using the JetVac process.

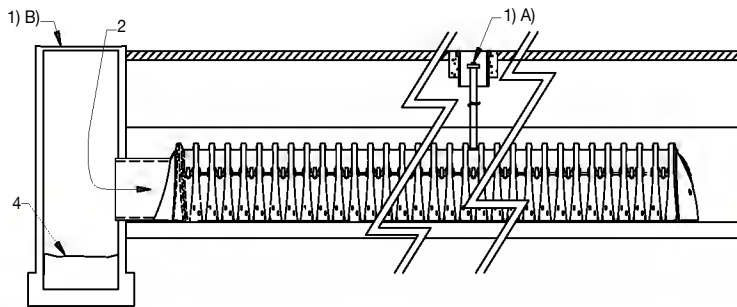
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

Step 3

Replace all caps, lids and covers, record observations and actions.

Step 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



Sample Maintenance Log

Date	Stadia Rod Readings		Sedi-ment Depth (1)-(2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row PLUS, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

adspipe.com

800-821-6710

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 15, 2024

Agenda Section: Section D: Action Items

Acceptance of Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2023 (Mitchell/Núñez)

In November 2016, a general obligation bond proposition (Measure D) of the Oxnard School District was approved by the voters. Pursuant to the requirements of Proposition 39, the Board of Trustees of the District has established a Citizens' Bond Oversight Committee whose principal purpose is to review the bond expenditures and ensure their use for the purposes set forth in the ballot measure, as well as to inform the public as to such expenditures.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds have been expended only for the authorized Bond projects.

The Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2023, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board.

FISCAL IMPACT:

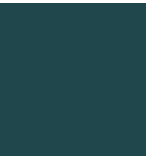

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services and Director of Fiscal Services that the Board of Trustees accept the Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2023.

ADDITIONAL MATERIALS:

Attached: [Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2023 \(18 pages\)](#)



**MEASURE “D” GENERAL
OBLIGATION BOND BUILDING FUND OF
OXNARD SCHOOL DISTRICT
AUDIT REPORT
For the Fiscal Year Ended
June 30, 2023**

NIGRO & NIGRO^{PC}

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF
OXNARD SCHOOL DISTRICT**

For the Fiscal Year Ended June 30, 2023

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Financial Section

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF
OXNARD SCHOOL DISTRICT**

*Introduction and Citizens’ Oversight Committee Member Listing
June 30, 2023*

Oxnard School District consists of three middle schools, 10 elementary schools, 7 K-8 schools, as well as one special education preschool campus supported by a District Office and an operations center. The District serves approximately 13,900 students.

On November 8, 2016, the voters of the Oxnard School District approved by more than 55% Measure “D”, authorizing the issuance and sale of \$142,500,000 of general obligation bonds. The District has issued Series A, B, and C of the Election of 2016 General Obligation Bonds in the total amounts of \$105,991,761. The bonds have been issued to replace portable classrooms, modernize and construct adult classrooms and support facilities, and to pay costs of issuance of the bonds.

The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Upon passage of Proposition 39, an accompanying piece of legislation, AB1908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond Proposition pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Citizens’ Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The Citizens’ Bond Oversight Committee was comprised of the following members as of June 30, 2023:

<u>Name</u>	<u>Title</u>	<u>Representation</u>
Alyssa Maria	Chair	Parent/Guardian of Child in District Representative
Lisa Latimer	Vice Chair	Community-at-Large Representative
Gaylaird Christopher	Member	Senior Citizens' Organization Representative
Will Ray Jr.	Member	PTA/Parent Representative
Vacant	Member	Taxpayer Organization Representative
Vacant	Member	Business Organization Representative
Vacant	Member	Community-at-Large Representative



INDEPENDENT AUDITORS' REPORT

The Board of Trustees and the
Citizens' Bond Oversight Committee
Oxnard School District
Oxnard, California

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Measure "D" General Obligation Bond Building Fund of Oxnard Elementary School District, as of and for the fiscal year ended June 30, 2023, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure "D" General Obligation Bond Building Fund of Oxnard School District, as of June 30, 2023, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, Appendix A*. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

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

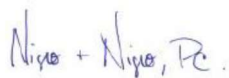
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Measure "D" General Obligation Bond Building Fund and do not purport to, and do not, present fairly the financial position of the Oxnard School District, as of June 30, 2023, the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 28, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Murrieta, California
March 28, 2024

**MEASURE "D" GENERAL OBLIGATION BOND BUILDING FUND OF
OXNARD SCHOOL DISTRICT**

Balance Sheet

June 30, 2023

	<u>Measure "D"</u>
ASSETS	
Deposits and investments	\$ 1,878,799
Accounts receivable	<u>158,230</u>
Total Assets	<u><u>\$ 2,037,029</u></u>
LIABILITIES AND FUND BALANCE	
Liabilities	
Accounts payable	\$ 1,730,362
Fund Balance	
Restricted for capital projects	<u>306,667</u>
Total Liabilities and Fund Balance	<u><u>\$ 2,037,029</u></u>

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF
OXNARD SCHOOL DISTRICT**

*Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Fiscal Year Ended June 30, 2023*

	<u>Measure "D"</u>
REVENUES	
Interest earnings	\$ 298,133
Net Increase/Decrease in FMV	(17,513)
Other local revenues	<u>77,107</u>
Total Revenues	<u>357,727</u>
EXPENDITURES	
Current:	
Materials and supplies	28,065
Services and other expenditures	160,910
Capital outlay	<u>23,313,385</u>
Total Expenditures	<u>23,502,360</u>
Excess of Revenues over Expenditures	<u>(23,144,633)</u>
OTHER FINANCING SOURCES (USES)	
Proceeds from state bonds	<u>6,040,697</u>
Total Other Financing Sources (Uses)	<u>6,040,697</u>
Net Change in Fund Balance	(17,103,936)
Fund Balance, July 1, 2022	<u>17,410,603</u>
Fund Balance, June 30, 2023	<u>\$ 306,667</u>

MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT

Notes to Financial Statements

June 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

On November 8, 2016, the District voters authorized \$142,500,000 in General Obligation Bonds (Measure “D”) for the purpose of financing the modernization and construction for school facilities within the District. The measure required a minimum 55% vote for passage. In response, an advisory committee to the District’s Governing Board and Superintendent, the Citizens’ Bond Oversight Committee, was established. The Committee’s oversight goals include ensuring compliance with conditions of Measure “D”.

The Bond proceeds are accounted for in the District’s Building Fund (21.4), where they are expended for the approved projects. The statements presented are for the individual Measure “D” General Obligation Bond Building Fund and are not intended to be a complete presentation of the District’s financial position or results of operations.

B. Basis of Accounting

The Measure “D” General Obligation Bond Building Fund is a governmental fund reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

C. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By state law, the District’s governing board must adopt a budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District’s governing board satisfied these requirements.

These budgets are revised by the District’s governing board during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

D. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF
OXNARD SCHOOL DISTRICT**

Notes to Financial Statements

June 30, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Fund Balances

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable: Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

Restricted: Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

Committed: The District’s highest decision-making level of authority rests with the District’s Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

Assigned: Resources that are constrained by the District’s intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

Unassigned: Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District’s policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF
OXNARD SCHOOL DISTRICT**

Notes to Financial Statements

June 30, 2023

NOTE 2 – CASH

Pooled Funds

In accordance with Education Code Section 41001, the District maintains all of its cash from the bond proceeds in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District’s deposits are maintained in a recognized pooled investment fund under the care of a third party and the District’s share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2023, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

Fair Value Measurements

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

Level 1 – Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 – Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

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

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

	Rating	Reported Amount	Maturity		Fair Value Measurement
			Less Than One Year	One Year Through Five Years	
Investment maturities:					
County Pool	N/A	\$ 1,878,799	\$ 1,878,799	\$ -	Uncategorized

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF
OXNARD SCHOOL DISTRICT**

Notes to Financial Statements

June 30, 2023

NOTE 3 – ACCOUNTS RECEIVABLE

The total accounts receivable at June 30, 2023, in the amount of \$158,230, represents amounts due from the Ventura County Treasurer for interest earnings for the quarter ended June 30, 2023.

NOTE 4 – MEASURE “D” GENERAL OBLIGATION BONDS

The District has issued three series from the Measure “D” Election of 2016. On March 30, 2017, the District issued \$81 million of Series A bonds and nearly \$14.0 million in Series B bonds on March 29, 2018. On December 15, 2020, the District issued \$10,995,135 in Series C bonds. The bonds are general obligations of the District. The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest on and principal of the bonds. The County records the collection of taxes and payments of bond principal and interest in a separate fund, which is not reported here. The bonds were issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

Measure “D” Bonds issued and outstanding as of June 30, 2023, are as follows:

Bond	Issue Date	Maturity Date	Interest Rate	Original Issue	Balance, July 1, 2022	Additions	Deductions	Balance, June 30, 2023
2016 Series A	3/30/2017	8/1/2046	3.5% to 5.0%	\$ 81,000,000.00	\$ 81,000,000	\$ -	\$ -	\$ 81,000,000
2016 Series B	3/29/2018	8/1/2041	3.0% to 5.0%	13,996,626	12,931,626	-	149,412	12,782,214
2016 Series C	12/15/2020	8/1/2050	3.0% to 4.0%	10,995,135	10,995,135	-	-	10,995,135
				<u>\$ 105,991,760</u>	<u>\$ 104,926,761</u>	<u>\$ -</u>	<u>\$ 149,412</u>	<u>\$ 104,777,349</u>
Accreted Interest:								
				2016 Series B	588,892	166,895	15,588	740,199
				2016 Series C	20,119	18,376	-	38,495
					<u>\$ 609,011</u>	<u>\$ 185,271</u>	<u>\$ 15,588</u>	<u>\$ 778,694</u>

The requirements to amortize outstanding Measure “D” general obligation bonds are as follows:

Fiscal Year	Principal	Interest	Total
2023-2024	\$ 269,480	\$ 4,717,725	\$ 4,987,205
2024-2025	166,024	4,758,025	4,924,049
2025-2026	327,910	4,749,400	5,077,310
2026-2027	493,030	4,732,150	5,225,180
2027-2028	718,720	4,705,525	5,424,245
2028-2033	7,424,443	22,799,663	30,224,106
2033-2038	15,760,144	20,206,625	35,966,769
2038-2043	27,277,463	15,205,875	42,483,338
2043-2048	42,160,135	6,929,925	49,090,060
2048-2051	10,180,000	696,000	10,876,000
Total	<u>\$ 104,777,349</u>	<u>\$ 89,500,913</u>	<u>\$ 194,278,262</u>

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF
OXNARD SCHOOL DISTRICT**

Notes to Financial Statements

June 30, 2023

NOTE 5 – COMMITMENTS AND CONTINGENCIES

Construction Commitments

As of June 30, 2023, the District had no commitments with respect to unfinished capital projects to be paid with Measure “D” funds.

NOTE 6 – CITIZEN’S OVERSIGHT COMMITTEE

Education Code Section 15282(a) states that the Citizens' Oversight Committee must consist of at least seven members and must be comprised of the following members: one member shall be active in a business organization representing the business community located within the district, one member shall be active in a senior citizens' organization, one member shall be active in a bona fide taxpayers' organization, one member shall be the parent or guardian of a child enrolled in the district, and one member shall be both a parent or guardian of a child enrolled in the district and active in a parent-teacher organization, such as the Parent Teacher Association or school site council. The Committee has only four members and lacks representation from a member of a business organization and from a taxpayer organization, and from the community-at-large. As a result, the committee does not have all the required representation. The District is actively seeking to fill these positions.

NOTE 7 – STATE MATCHING FUNDS

The District received Proposition 51 state school facilities funds during the year and deposited these into the Measure D Building Fund without differentiating the funding by resource or by using a subfund. For that reason, we have performed testing on Subfund 21.4, inclusive of both funding sources.

Other Independent Auditors' Reports



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

The Board of Trustees and the
Citizens' Bond Oversight Committee
Oxnard School District
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure "D" General Obligation Bond Building Fund of Oxnard School District, as of and for the year ended June 30, 2023, and the related notes to the financial statements, and have issued our report thereon dated March 28, 2024.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Nigro + Nigro, PC

Murrieta, California
March 28, 2024



INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

The Board of Trustees and the
Citizens' Bond Oversight Committee
Oxnard School District
Oxnard, California

We have examined the Oxnard School District's compliance with the performance requirements for the Proposition 39 Measure "D" General Obligation Bond for the fiscal year ended June 30, 2023, under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the Bonds and the net proceeds thereof. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Objectives

The objectives of the examination of compliance applicable to the District are to determine with reasonable assurance that:

- The expenditures charged to the Oxnard School District Building Fund (21.4) are documented.
- Expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure "D".
- Any discrepancies or weaknesses in internal controls are noted and recommendations for improvement are provided.
- The District Board and the Citizens' Bond Oversight Committee are provided with a performance audit report as required under the requirements of the California Constitution and Proposition 39.

Scope of the Audit

The scope of our performance audit covered the fiscal period from July 1, 2022 to June 30, 2023. The expenditures tested included all object and project codes associated with the bond projects. Expenditures incurred subsequent to June 30, 2023 were not reviewed or included within the scope of our audit or in this report.

Procedures Performed

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2023 for the Measure “D” General Obligation Bond Building Fund. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for expenditures to ensure compliance with the requirements of Proposition 39 and Measure “D” with regards to the approved bond projects list. We performed the following procedures:

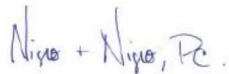
To meet our objectives, audit tests were performed and included, but were not limited to the following:

- We verified that bond funds were deposited in the District’s name and invested in accordance with applicable legal requirements.
- We tested \$13.3 million in bond fund invoices paid (56.7%), which is a combination of 2022-23 expenditures and payments on liabilities accrued as of June 30, 2023 and paid in 2023-24. This includes testing payments for validity, allowability, and accuracy. Expenditures sampled in our test included payments made to the construction manager.
- We reviewed the official ballot language as set out in the Measure “D” election documents.
- We selected a sample of expenditures for the fiscal year ended June 30, 2023 and reviewed supporting documentation to ensure that such funds were properly expended on the authorized bond projects.
- We verified that funds from the Building Fund (21.4) were expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects, and we verified that funds held in the Building Fund were not used for salaries of school administrators or other operating expenses of the District.
- We reviewed documents for projects undertaken during the year to ensure that proper bidding procedures were followed pursuant to Public Contract Code Section 20111.
- We verified that the District did not exceed change order limitations in excess of 10% pursuant to Public Contract Code.

Our audit of compliance made for the purpose set forth in the preceding paragraph would not necessarily disclose all instances of noncompliance.

In our opinion, the District complied with the compliance requirements for the Measure “D” General Obligation Bond proceeds listed and tested above.

This report is intended for the information of the Board of Trustees, management and the Citizens’ Bond Oversight Committee; however, this report is a matter of public record.



Murrieta, California
March 28, 2024

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 15, 2024

Agenda Section: Section D: Action Items

Approval of the Oxnard School District (District) and the California School Employees Association (CSEA) Memorandum of Understanding, Agreement (MOU) #24-10 re: “OSD Creates” Contracting Out and #24-11 re: Campus Assistant Increase in Hours (Torres/Carroll)

The Oxnard School District (District) and the California School Employees Association (“CSEA”) have successfully reached agreements on two Memoranda of Understanding (MOU)/agreements, namely #24-10 and #24-11.

MOU/agreement #24-10 pertains to the District’s contracting out services for the OSD Creates Showcase, scheduled to take place on May 30, 2024 at Oxnard College. This agreement signifies a collaborative effort to ensure the success of the event through efficient service arrangements.

Additionally, MOU/agreement #24-11 has been reached to increase the hours for all campus assistants to 5.75 hours per day effective July 1, 2024. This adjustment aims to enhance safety supervision across all campuses, thereby fostering a secure environment conducive to optimal learning experiences.

FISCAL IMPACT:

MOU/Agreement #24-11 - \$499,328.00, to be paid out of LCFF Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt Agreements #24-10 and #24-11 MOUs between CSEA and the District, as presented.

ADDITIONAL MATERIALS:

Attached: [MOU w.CSEA OSD Creates #24-10 \(two pages\)](#)

[MOU w. CSEA # 24-11 \(two pages\)](#)

**OXNARD SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its,
OXNARD CHAPTER 272
“OSD Creates” Contracting Out MOU**

TERMS AND CONDITIONS: The Oxnard School District (hereinafter, “District”) and the California School Employees Association and its Oxnard Chapter 272 (hereinafter, “Association.”), collectively (“the Parties”) in recognition of their mutual interests and responsibilities, agree as follows:

Recitals:

1. The District is organizing the OSD Creates showcase to be held at Oxnard College, May 30, 2024.
2. Pursuant to Article 23 – Contracting Out, discussions were held between the parties regarding the contracting out of services necessary for the transportation of materials and supplies for the 2nd Annual OSD Creates event.
3. CSEA acknowledges the need for tools and equipment beyond the District's resources to fulfill the scope of work.

Therefore, the Parties agree as follows:

1. The District is hosting the OSD Creates event at Oxnard College on May 30, 2024.
2. The District will contract out with moving companies to facilitate the pickup, deliver, set-up, breakdown, and return of materials from the twenty-one (21) schools within the District to Oxnard College.
3. The contractual engagement with the selected contractor(s) shall commence on Tuesday May 28, 2024, and conclude Monday, June 3, 2024.
4. Certain tasks should be assigned to members of the bargaining unit, including setup, transportation of equipment from storage containers, and technology. Representatives from the Enrichment and Special Programs Department shall be present at the venue to assist both contractors and bargaining unit members.
5. The scope of work outlined herein is defined and does not apply to the provision of Article 23.2.2 of the collective bargaining agreement (CBA).
6. If overtime work is necessary, such opportunities shall be offered to bargaining unit members in accordance with Article 8 Hours and Overtime.
7. This agreement is contingent upon obtaining all necessary approvals as per CSEA Policy 610.

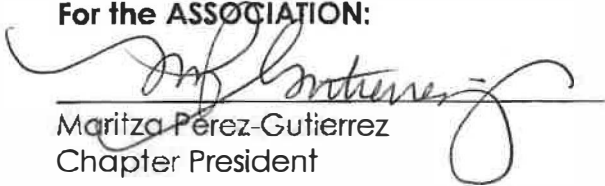
The provisions of this MOU shall not be modified and/or changed unless mutually agreed. This MOU shall expire in full without precedent setting and shall not form any basis for a past practice on Jun 14, 2024 unless extended by mutual written agreement of the Parties.

**OXNARD SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its,
OXNARD CHAPTER 272
"OSD Creates" Contracting Out MOU**


SIGNATURE PAGE:

Dated this 1st day of May 2024

For the ASSOCIATION:



Maritza Pérez-Gutierrez
Chapter President




Victor Centeno
Vice President



Lisa Towery
Labor Relations Representative

For the DISTRICT:



Natalia Torres
Assistant Superintendent of
Human Resources

MEMORANDUM OF UNDERSTANDIGN (MOU)
OXNARD SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its,
OXNARD CHAPTER 272
Campus Assistants Increase in Hours MOU

TERMS AND CONDITIONS: The Oxnard School District (hereinafter, "District") and the California School Employees Association and its Oxnard Chapter 272 (hereinafter, "Association."), collectively ("the Parties").

Recitals:

1. The District has identified a necessity to increase hours for all Campus Assistants to 5.75 hours per day to ensure optimal safety supervision at their respective school sites.
2. The parties met to discuss the process to increase the hours and minimize disruption to the school sites.

Therefore, the Parties agree as follows:

1. Effective July 1, 2024, all Campus Assistants within the District shall see their hours increased to 5.75 hours per day. The workday of 180 days remains the same.
2. A modification of shift hours (start/end time) is necessary to accommodate this increase and ensure maximal coverage on District campuses.
3. The determination of shift hours (start/end time) shall be made no later than May 31, 2024, preferably sooner upon the ratification of this agreement by CSEA.
4. The selection process shall be conducted according to the following procedure:
 - a. The Administrator at each site shall receive a seniority list of Campus Assistants within their purview. This pertains to district-wide seniority rather than site-specific seniority.
 - b. The Administrator shall communicate the date and time of the selection process, which should occur during regular work hours. If that is not feasible, Campus Assistants shall receive appropriate compensation.
 - c. The Administrator shall disseminate information regarding available shifts at least five (5) working days prior to the selection date.
5. Each Campus Assistant shall individually meet with the site Administrator to select their preferred shift.
6. It is mutually acknowledged and understood that this agreement is contingent upon obtaining all requisite approvals pursuant to CSEA Policy 610.

The provisions of this MOU shall not be modified and/or changed unless mutually agreed. This MOU shall expire in full without precedent setting and

**MEMORANDUM OF UNDERSTANDIGN (MOU)
OXNARD SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its,
OXNARD CHAPTER 272**

Campus Assistants Increase in Hours MOU

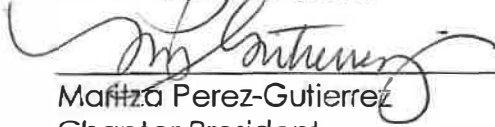
shall not form any basis for a past practice on September 30,2024 unless extended by mutual written agreement of the Parties.

The undersigned affirms that each party representative is authorized to enter this MOU and is effective upon full execution below.

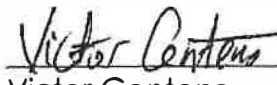
SIGNATURE PAGE:

Dated this 1st day of May 2024

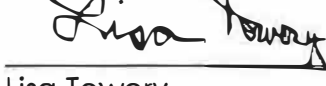
For the ASSOCIATION:



Maritza Perez-Gutierrez
Chapter President

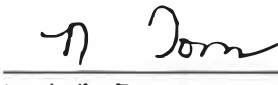


Victor Centeno
Vice President



Lisa Towery
Labor Relations Representative

For the DISTRICT:



Natalia Torres
Assistant Superintendent of
Human Resources

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 15, 2024

Agenda Section: Section D: Action Items

Approval of the Oxnard School District (District) and Oxnard Educators Association (OEA) Memorandum of Understanding, Agreement #24-07, (MOU) re: One-Time Retirement Incentive for the 2024-25 School Year (Torres/Carroll)

The Oxnard School District (District) and the Oxnard Educators Association (“OEA”) have agreed to a Memorandum of Understanding (MOU), agreement #24-07, for a one-time incentive for certain teachers who did not qualify for the PARS incentive and will be affected by the Reduction in Force process for the 2024-25 school year. The MOU is subject to approval by the governing boards of both OEA and the District.

If approved, this MOU shall not set precedent, nor constitute past practice and shall sunset on May 30, 2024.

FISCAL IMPACT:

\$1,000 per year of service for unit members identified for reduction in force who were not eligible for the PARs early retirement incentive who will be retiring at the end of the of the 2023-24 school year.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt Agreement #24-07/MOU between OEA and the District, as presented.

ADDITIONAL MATERIALS:

Attached: [MOU Agreement 24_07 re One Time Incentive for Members Affected by RiF \(two pages\)](#)

Memorandum of Understanding: Notification Incentive

Between Oxnard Educators Association and Oxnard School District

This Memorandum of Understanding (MOU), dated April 18, 2024, is entered into by and between the Oxnard Educators Association (hereinafter referred to as "OEA") and the Oxnard School District (hereinafter referred to as "District"). This MOU establishes a one-time incentive for certain teachers within the District as described below.

The purpose of this MOU is to provide a one-time incentive for:

- Teachers in specific job categories affected by the need to reduce staff due to declining enrollment and who were not eligible for the Public Agency Retirement Services (PARS) early retirement incentive.
- Teachers that receive this incentive will retire from the Oxnard School District

This incentive aims to reduce the number of teacher's impacted by the reduction in force (RIF) while acknowledging the service of departing staff and the cost savings generated by replacing more senior teachers

Terms and Conditions

Eligibility for \$1,000 per Year of Service Incentive:

- This incentive is available to teachers in job categories **identified for reduction in force** due to declining enrollment for this school year and who were not eligible for the PARS early retirement incentive.
- Eligible teachers will receive a one-time payment of \$1,000 for each year of service to the District, up to a maximum of 19 years. This is to facilitate the transition in response to the necessary reductions in force

Eligibility for Notification Incentive:

- Teachers must be 55 years of age and have worked for the Oxnard School District for 10 consecutive years.
- Teachers eligible for the PARS incentive will not be eligible for this incentive.

Procedure for Application:

- Eligible teachers must submit a written notice of their intention to retire to the District's Human Resources Department by 4/26/24 to qualify for the incentive.

Payment:

- Payments under this MOU will be made in a lump sum and are subject to applicable taxes and withholdings.
- This MOU represents the entire agreement between the OEA and the District regarding the subject matter herein.

- This MOU is subject to approval by the governing boards of both the OEA and the District.

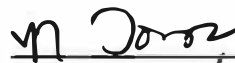
This Memorandum of Understanding shall not set precedent, nor constitute past practice and shall sunset on May 30, 2024.

Oxnard Educators Association



Date 4/22/24

Oxnard School District



Date 4/22/24

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 15, 2024

Agenda Section: Section D: Action Items

Approval of New Classification and Job Functions for Information Technology Manager (Torres/Fuentes)

Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the Commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

Staff met with the Chief Information Officer and discussed the need for an Information Technology Manager classification. This position will replace the former Director of Network Operations position.

The purpose of this position is to provide services to support school sites, and district departments with the evaluation of new technologies, planning, management, and implementation of system integration and security. Coordinates and maintains systems, networks, and servers, and manages and grows a team of technical professionals.

FISCAL IMPACT:

The classification of Information Technology Manager is allocated \$103,578 to \$123,056 on the Management Salary Schedule, to be paid out of the General Fund.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees approve the new classification and job functions as well as the recommended annual salary range of \$103,578 to \$123,056 on the Management Salary Schedule for Information Technology Manager, as presented.

ADDITIONAL MATERIALS:

Attached: [Information Technology Manager - JD.pdf](#)
[Management Salary Schedule with IT Manager.pdf](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

JOB DESCRIPTION

Information Technology Manager

Range: \$103,578 - \$123,056

Purpose of Position

Provides services to support school sites, and district departments with the evaluation of new technologies, planning, management, and implementation of system integration and security. Coordinates and maintains systems, networks, and servers, and manages and grows a team of technical professionals.

Supervision

- Receives general oversight from Chief Information Officer or designee.
- Supervises the work of assigned staff.

Essential Functions

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

- Implements projects, management, software deployment, and implementation of technology systems and services.
- Designs and maintains systems, databases, networks, and servers to ensure operation security and performance.
- Formulates strategies, programs, policies, and standards for technology planning, development, and delivery of a variety of services.
- Performs various technical system, network, and peripheral repairs.
- Supervises, trains, and evaluates the work of assigned staff.
- Leads with development and implementation of policies and systems to facilitate the execution of strategies.
- Supports and consults with school sites and district departments to address their specific technology needs and challenges.
- Provides support to ensure system Integration and robust security measures to safeguard data and protect against potential risks.
- Assists with the evaluation of new technologies, conducting research to assess the potential impact and benefits for the organization.
- Collaborates with personnel and external agencies to plan and execute projects, exchange information, and resolve issues or concerns.
- Assists with the implementation of strategic plans to ensure infrastructure capacity meets existing and future requirements.
- Participates and attends meetings, staff development, and training.
- Develops and delivers presentations and training material to staff.
- Collaborates with administrative staff to determine district-wide technology needs
- Researches and recommends system and installs upgrades and enhancements for increased productivity and compatibility.

- Conducts studies and evaluations of problem areas affecting information services and technology.
- Performs related duties as assigned.

Knowledge, Skills, and Abilities

Knowledge of:

- Practices, procedures, and techniques involved in the design, set-up, development and modification of hardware, software, databases, networks, communication systems, and applications.
- Physical elements of the network including fiber optic, Ethernet cabling, routing, and switching.
- Principles and practices of System Design Life Cycle (SDLC) management, design, implementation, and administration.
- Interpreting the applicability of local and federal laws/regulations to company operations.
- Data and systems security principles, practices, equipment, software, and trends.

Skills in:

- Analyzing situations, identifying problems, and recommending solutions.
- Verbal and written communication.
- Time management and prioritization.
- Public speaking and content presentation.

Ability to:

- Establish cooperative working relationships with District staff, outside agencies, and vendors.
- Read, interpret, apply, and explain rules and regulations.
- Work independently with limited supervision.
- Learn and incorporate new skills, techniques, and industry trends.
- Operate a car frequently for appointments.
- Maintain confidentiality and discretion with sensitive information.
- Use tact, patience, and courtesy

Minimum Qualifications

Education and Experience

A Bachelor's degree with major coursework in Computer Information Systems/Computer Science, management information systems, or closely related field. Four years of experience in the support of infrastructure/system, including independent analysis and evaluation of information technology solutions, preferably in a public agency. At least one year in a lead, supervisory or management capacity.

Licenses and Other Requirements

Must have a valid California Driver's license.

Physical Requirements

Employees in this classification stand, walk, sit, stoop/bend, reach overhead, lift, and carry up to 75 lbs., use fingers repetitively, use both hands simultaneously, speak clearly, hear normal voice conversation, and see small details.

Working Environment

Employees in this classification work primarily inside an office environment, with frequent interruptions, with changing priorities, and short deadlines. Required to drive an automobile to conduct work, and have direct contact with administration, vendors, parents, and other members of the public.

FLSA Status: Exempt

Approval Date:

CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2023-2024

(Effective retroactive to 7-1-2023)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

Vacation Days. Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Vacation Days

	Management Service	11 Months	12 Months
Years 1 – 3		20	22
Years 4 – 7		21	23
Years 8 – 11		22	24
Years 12 – 15		23	25
Years 16 or more		24	26

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

Stipend for Doctorate: An annual stipend of \$750 will be granted to management staff with an earned doctorate degree. As of July 1, 2023 annual doctoral stipend will increase to \$1,000.

Anniversary Increments: Anniversary increments shall be added to the salary schedule of all management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st, and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,808, \$3,615, \$5,423, \$7,230, \$9,038, \$10,845, and \$12,653. The dollar values for anniversary increments shall automatically adjust based upon future salary adjustments.

Implementation of Salary Schedule: Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

Credit for Out of District Management Experience: Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted ½ (a half) longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

Duties Assigned Beyond the Regularly Designated Duty Year: Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

Health and Welfare Benefits: Effective October 1, 2021, the District will make an annual contribution equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

Classified Managers Hired prior to June 30, 2012: For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Board Approval: 3/6/24

Classified Managers Hired after July 1, 2012:

Classified Managers hired on or after July 1, 2012 are not eligible to receive District-paid retiree benefits.

Retirement Contribution Benefits: The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership: The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

<i>Position</i>	<i>Work Days*</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Chief Information Officer	261	\$ 145,012	\$ 158,058	\$ 172,285
Director of Classified Human Resources	261	\$ 139,692	\$ 152,268	\$ 165,971
Director of Fiscal Services	261	\$ 139,692	\$ 152,268	\$ 165,971
Director of Facilities	261	\$ 128,164	\$ 139,692	\$ 152,268
Director of Communications & Public Engagement	261	\$ 116,513	\$ 127,000	\$ 138,425
MEP Maintenance & Energy Programs Manager	261	\$ 116,007	\$ 126,916	\$ 137,825
Director of Network Operations	261	\$ 114,575	\$ 124,887	\$ 136,123
Director of Purchasing	261	\$ 109,918	\$ 119,804	\$ 130,589
Mental Health Manager	261	\$ 109,918	\$ 119,804	\$ 130,589
Senior Manager, Maintenance & Operations	261	\$ 105,976	\$ 115,509	\$ 125,905
Director of Child Nutrition Services	261	\$ 104,046	\$ 113,407	\$ 123,614
Risk Manager	261	\$ 103,578	\$ 112,895	\$ 123,056
Human Resources Manager	261	\$ 103,578	\$ 112,895	\$ 123,056
Information Technology Manager	261	\$ 103,578	\$ 112,895	\$ 123,056
Director of Early Childhood Education Programs	261	\$ 98,199	\$ 107,033	\$ 116,667
Director of Transportation	261	\$ 98,199	\$ 107,033	\$ 116,667
Accounting Manager/Internal Auditor	261	\$ 88,000	\$ 95,916	\$ 104,550
Executive Assistant to the Superintendent	261	\$ 88,000	\$ 95,916	\$ 104,550
Senior Human Resources Analyst	261	\$ 88,000	\$ 95,916	\$ 104,550
Web Content Analyst	261	\$ 88,000	\$ 95,916	\$ 104,550
Enrollment Center Manager	261	\$ 84,542	\$ 92,146	\$ 100,441
Warehouse Manager	261	\$ 77,656	\$ 84,641	\$ 92,259
Custodial Services Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Grounds Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Maintenance Manager	261	\$ 76,064	\$ 82,920	\$ 90,384
Asst. Director of Child Nutrition Services	261	\$ 73,260	\$ 79,850	\$ 87,036

Increase of 10.0% for 2022-23 retro 7/1/22

Board Approval: 3/6/24

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- May 1, 2024 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board approve the minutes of Board meetings, as presented.

ADDITIONAL MATERIALS:

Attached: [Minutes May 1 2024 Regular Meeting \(11 pages\)](#)

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501



BOARD OF TRUSTEES

Veronica Robles-Solis, President
Monica Madrigal Lopez, Clerk
Rose Gonzales, Member
MaryAnn Rodriguez, Member
Brian Melanephy, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Superintendent
Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources
Aracely Fox, Ed.D.
Assistant Superintendent,
Educational Services

MINUTES REGULAR BOARD MEETING Wednesday, May 1, 2024

5:00 PM - Open Meeting
5:30 PM - Study Session
7:00 PM - Return to Regular Board Meeting

***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's office at least two days before the meeting date.

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Associate Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:00 PM)

President Robles-Solis called the meeting to order at 5:00 p.m.

Present: Trustees Brian Melanephy, MaryAnn Rodriguez, Rose Gonzales, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, Assistant Superintendent Aracely Fox, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

America Garcia, 8th grade student at Lemonwood School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Emma Rios, 6th grade student at Lemonwood School, read the district's Mission and Vision Statement in English. Yoram Solis, 8th grade student at Lemonwood School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Lemonwood School

Allison Cordes, Principal, provided a presentation about Lemonwood School.

A.5. Recognition of Oxnard School District Cesar Chavez Writing and Art Competition Winners (Fox/Ruvalcaba)

The Board of Trustees recognized the winners of the Oxnard School District 2024 Cesar Chavez Writing and Art Competition, held on April 16, 2024 at the Oxnard Performing Arts Center.

Grades	1st Place Winners - WRITING	School
K-1	Kira Rose Cadruvi	McAuliffe
2-3	Ana Jazmin Villa	Chavez
4-5	Justin Alexander Rodriguez	Harrington
6-8	Xitlali Esperanza Onofre	Curren
6-8 (Newcomer)	Karla Izabella Padilla	Frank
Grades	1st Place Winners - ART	School
K-1	Monica Camilo-Santos	Chavez
2-3	Ahn Ngoc Tuan Thai	Brekke
4-5	Angel Eduardo Ceja	Harrington
6-8	Emily Victoria Salaverria	Frank

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

A.6. Recognition of Migrant Speech & Debate Competition Winners (DeGenna)

The Board of Trustees recognized the winners of the Migrant Speech & Debate Competition, held on March 23, 2024 at Ventura College.

- **Fernando Huerta**, Fremont, Grade 8 - Extemporaneous Speech (English)
- **Alisson Franco Ramirez**, Frank, Grade 6 - Extemporaneous Speech (Spanish)

A.7. Adoption of Agenda (Superintendent)

The agenda was adopted with the following changes:

Item C.3. – Personnel Actions (Torres Fuentes) - due to a clerical error on the attachment, the following Classified positions need to be corrected:

- Position #11701: the correct number of work days is 246, not 245
- Position #12176/12168: the correct work hours are 8.0, not 5.75, and the correct number of work days is 246, not 183

Motion #23-152 Adoption of Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Brian Melanephy

Moved To: Adopt as Amended

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

A.8. Study Session - Instructional Support/TOSAs Presentation (Fox)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, introduced Bonnie Sides and Victor Rodriguez, Teachers on Special Assignment (TOSA's), who provided information regarding the progress and highlights from the Instructional Support TOSA's and their impact on student learning.

A.9. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.10. Closed Session

The Board of Trustees convened to closed session at 6:26 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-
- FFM Case #2023-CUOE015904

- Anticipated Litigation:

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
 - Director, Communication & Public Engagement
 - Assistant Principals

A.11. Reconvene to Open Session (7:00 PM)

The board reconvened to open session at 7:17 p.m.

A.12. Report Out of Closed Session

President Robles-Solis reported that there was nothing to report out.

A.13. Adoption and Presentation of Resolution #23-18 for National School Nurse Day; May 8, 2024 (Fox/Nocero)

The Board of Trustees adopted and presented Resolution #23-18 in recognition of National School Nurse Day, May 8, 2024.

Motion #23-153 Adoption of Resolution #23-18 for National School Nurse Day, May 8, 2024

Mover: Rose Gonzales

Second: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

A.14. Adoption of Resolution #23-21 in Recognition of “Teacher Appreciation Week 2024” (DeGenna)

The Board of Trustees adopted and presented Resolution #23-21 in recognition of Teacher Appreciation Week 2024.

Motion #23-154 Adoption of Resolution #23-21 in Recognition of Teacher Appreciation Week

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

2024

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

B.2. Public Hearing: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2024-2025 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, conducted a public hearing relative to the Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2024-2025 Negotiations, Pursuant to Government Code Section 3547. Following the public hearing, the Board authorized the district to enter into contract negotiations for the 2024-25 school year and any additional years, as may be mutually agreed upon by the parties.

Motion #23-155 Authorization for the District to Enter into Contract Negotiations with OSSA for the 2024-25 School Year and any Additional Years, as may be Mutually Agreed Upon by the Parties

Mover: Brian Melanephy

Seconder: Rose Gonzales

Moved To: Authorize

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #23-156 Approval of Consent Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Brian Melanephy

Moved To: Approve as Amended

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

C.1. 2023-2024 Quarterly Report on Williams Instructional Materials and Facilities, Quarter 3

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

(Fox/Thomas)

As presented.

C.2. Establishment and Increase of Hours of Positions (Torres/Fuentes)

As presented.

C.3. Personnel Actions (Torres/Fuentes)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.4. Approval of Agreement #23-282 – ProSolve, LLC (Fox/Shea)

To provide professional development for student engagement and STEM activities through an immersive QUEST training for all 20 schools in the Oxnard School District, May 2, 2024, through June 30, 2025, in the amount of \$48,460.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.5. Award of Formal Bid #23-INF-01 and Approval of Agreement #23-289 OSC Electrical Service Upgrade Project 2024 (Mitchell/Miller)

To award Bid #23-INF-01, OSC Electrical Service Upgrade Project 2024, and enter into Agreement #23-289 with Oilfield Electric & Motor, May 6, 2024 - October 18, 2025, in the amount of \$46,130.00, to be paid out of Deferred Maintenance Funds.

C.6. Approval of Agreement #23-290 with Kenco Construction Services, Inc., to provide DSA Onsite Inspections for New Marquee Installations at 6 Schools (Mitchell/Miller)

To provide DSA onsite inspections for new marquee installations at Brekke, Harrington, Kamala, Ramona, Ritchen, and San Miguel schools, May 2, 2024 – July 31, 2024, in the amount of \$25,200.00, to be paid out of Routine Restricted Maintenance Funds.

C.7. Approval of Agreement #23-291 with Universal Engineering Sciences for Construction Materials Testing and Special Inspection - Marquee Signs (6 Schools) (Mitchell/Miller)

To provide Lab of Record services for the 6 New Marquee projects at Brekke, Harrington, Kamala, Ramona, Ritchen, and San Miguel, May 2, 2024 – July 31, 2024, in the amount of \$55,500.00, to be paid out of Routine Restricted Maintenance Funds.

C.8. Approval of Agreement #23-293 – Alexander Neville Foundation (Fox/Nocero)

To provide assemblies on the dangers of marijuana and fentanyl use among teens for all Oxnard School District middle school students and parents, May 13, 2024 through June 30, 2025, in the amount not to exceed \$15,000.00, to be paid out of the Learning Communities for School Success Program Grant.

C.9. Approval of Agreement #24-03 - Action Preparedness Training (Fox/Nocero)

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

To provide CPR training and First Aid training to teachers and support staff as needed, July 1, 2024 through June 30, 2025, in the amount not to exceed \$5,000.00, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

C.10. Ratification of Amendment #2 to Agreement #21-141 with Construction Testing & Engineering, Inc. to Provide Additional Inspection and Testing Services as Lab of Record for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

For additional Inspection and Testing Services as Lab of Record for the Rose Avenue School Reconstruction Project, in the amount of \$66,742.28, to be paid out of Master Construct and Implementation Funds.

C.11. Ratification of Amendment #1 to Agreement #23-152 with SVA Architects to Provide Architectural Engineering Services for the Fremont Middle School Reconstruction Project (Mitchell/Miller/CFW)

For additional services related to soil testing for the Fremont Middle School Reconstruction Project, in the amount of \$30,923.00, to be paid out of Master Construct and Implementation Funds.

C.12. Approval of Amendment #1 to Field Contract Agreement #23-209 – Mark Albrent Painting Inc. (Mitchell/Miller)

To perform additional interior painting at ELOP Warehouse, in the amount of \$9,627.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.13. Ratification of Agreement #23-292 – Spectrum Enterprise (Fox/Shea)

To provide temporary residential internet services for the ELOP Warehouse, April 19, 2024, through April 30, 2025, in the amount not to exceed \$2,000.00, to be paid from Expanded Learning Opportunity Program Funds.

Section D: ACTION ITEMS

D.1. Adoption of Resolution No. 23-20 – Intent to Grant an Easement and a Covenant to the City of Oxnard for Water Services to Rose Avenue Elementary School Site (Mitchell/Miller/CFW)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, recommended the Board's approval of Resolution #23-20 relative to the intent to grant an easement and a covenant to the City of Oxnard for water services to the Rose Avenue Elementary school site.

Motion #23-157 Adoption of Resolution No. 23-20 Intent to Grant an Easement and a Covenant to the City of Oxnard for Water Services to Rose Avenue Elementary School Site
Mover: MaryAnn Rodriguez

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

D.2. Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Rosemary Ramirez to serve as an 8th Grade Special Education Mild to Moderate Teacher at Lopez Academy for the 2024/2025 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Rosemary Ramirez to serve as an 8th Grade Special Education Mild to Moderate Teacher at Lopez Academy for the 2024/2025 School Year.

Motion #23-158 Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Rosemary Ramirez to serve as an 8th Grade Special Education Mild to Moderate Teacher at Lopez Academy for the 2024/2025 School Year

Mover: Brian Melanephy

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the April 17, 2024 Regular Meeting and the April 22, 2024 Special Meeting, as presented.

Motion #23-159 Approval of Minutes – April 17, 2024 Regular Meeting and April 22, 2024 Special Meeting

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - Revision to BP/AR 3550 Food Service/Child Nutrition Program

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

(Mitchell/Corona)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented, revisions to BP/AR 3550 Food Service/Child Nutrition Program for First Reading. The revised policies will be presented for Second Reading and Adoption at the May 15, 2024 Regular Board meeting.

F.2. First Reading – Revision to BP/AR 3551 Food Service Operations/Cafeteria Fund (Mitchell/Corona)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented, revisions to BP/AR 3551 Food Service Operations/Cafeteria Fund for First Reading. The revised policies will be presented for Second Reading and Adoption at the May 15, 2024 Regular Board meeting.

F.3. First Reading - Revision to BP/AR 3553 Free and Reduced Price Meals (Mitchell/Corona)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented, revisions to BP/AR 3553 Free and Reduced Price Meals for First Reading. The revised policies will be presented for Second Reading and Adoption at the May 15, 2024 Regular Board meeting.

F.4. First Reading - BP 4119.22/4219.22/4319.22 (Revisions): Dress and Grooming (Torres)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented revisions to BP 4119.22/4219.22/4319.22: Dress and Grooming for First Reading. The revised policies will be presented for Second Reading and Adoption at the May 15, 2024 Regular Board meeting.

F.5. Second Reading and Adoption - E 9270 Conflict of Interest (Mitchell)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented, revisions to BP/AR 3553 Free and Reduced Price Meals for Second Reading and Adoption.

Motion #23-160 Adoption of Revisions to E 9270 Conflict of Interest

Mover: Rose Gonzales

Seconder: Brian Melanephy

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Section G: CONCLUSION

G.1. Superintendent’s Report (3 minutes)

Ana DeGenna

- 2024 Mathlete Challenge at VCOE
- ST March Mathness Competition
- City of Oxnard Migrant Student Recognition
- OSD Student Profile

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

- San Diego Multiliteracy Education Invitational
- Dr. Brennan Pope - 2024 Ventura County Mathematics Council Presidential Teacher of the Year
- Happy School Principals Day
- May Celebrations
- Thank you to Anjanette Carrillo for 20 years of service as OEA Bargaining Team
- Chair Remembering Teresa Silvas

G.2. Trustees' Announcements (3 minutes each speaker)

MaryAnn Rodriguez

- attended Oxnard gang awareness presentation at Fremont last week - very helpful information

Rose Gonzales

- attended Oxnard gang awareness presentation at Fremont last week - exceptional and relevant
- attended Dia del Niño event at Lemonwood

Brian Melanephy

- enjoyed having all students attend tonight
- will attend reclassification meeting at Driffill tomorrow
- May is AAPI month

Veronica Robles-Solis

- congratulations to all students that have been competing over the last several weeks
- congratulations to the students that were recognized at the City of
- Oxnard congratulations to Dr. Pope

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:02 p.m.

Motion to adjourn

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Adjourn

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 15th day of May, 2024, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of May 1, 2024, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

May 1, 2024

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 15, 2024

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of BP/AR 3550 Food Service/Child Nutrition Program (Mitchell/Corona)

BP/AR 3550 Food Service/Child Nutrition Program has been updated based on the recommendations by the California School Board Association (CSBA). New language is identified in red underline, while deleted language has a strikethrough. The board policies will be presented for a second reading and adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Child Nutrition that the Board of Trustees approve and adopt the board policies as presented.

ADDITIONAL MATERIALS:

Attached: [BP 3550 Food Service/Child Nutrition Program \(6 pages\)](#)
[AR 3550 Food Service/Child Nutrition Program \(9 pages\)](#)

Policy 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 10/19/2011

The Governing Board of Trustees recognizes that students need adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and maintain fiscal integrity of the programs in accordance with law. in order to grow, learn, and maintain good health. Foods and beverages available through the district's food service program shall:

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. A nutritionally adequate breakfast or lunch is one that qualifies for reimbursement under the most current meal pattern for the federal School Breakfast Program or National School Lunch Program.

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease

~~(cf. 5141.27 – Food Allergies/Special Dietary Needs)~~

2. Meet or exceed nutritional standards specified in law ~~and administrative regulation~~

~~(cf. 3554 – Other Food Sales)~~

~~(cf. 5030 – Student Wellness)~~

~~(cf. 5148 – Child Care and Development)~~

~~(cf. 5148.2 – Before/After School Programs)~~

~~(cf. 5148.3 – Preschool/Early Childhood Education)~~

3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits. The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

~~(cf. 6142.8 – Comprehensive Health Education)~~

4. Be served in age-appropriate portions

5. ~~Be sold at reasonable prices~~ Be available to students who meet federal eligibility criteria at no cost or at reduced prices, and to other students at reasonable prices

~~(cf. 3551 – Food Service Operations/Cafeteria Fund)~~

~~(cf. 3553 – Free and Reduced Price Meals)~~

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

The Board desires to provide students with adequate time and space to eat meals. (Education Code 49501.5) To the extent possible, school, recess, and transportation schedules shall be designed to encourage participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school facilities for cafeteria eating and food preparation.

~~(cf. 1312.4 – Williams Uniform Complaint Procedures)~~

~~(cf. 3517 – Facilities Inspection)~~

~~(cf. 7110 – Facilities Master Plan)~~

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation process, from receiving to service.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food services program meets state and federal nutrition standards for foods and beverages. ~~regarding the district's compliance with state and federal nutritional standards for foods and beverages.~~

~~(cf. 0500 – Accountability)~~

~~(cf. 3555 – Nutrition Program Compliance)~~

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51798	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Federal	Description
42 USC 1751-1769j	School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program

7 CFR 215.1-215.18

Special Milk Program

7 CFR 220.2-220.22

National School Breakfast Program

7 CFR 245.1-245.13

Eligibility for free and reduced-price meals and free milk

Management Resources

Description

California Department of Education
Publication

[Healthy Children Ready to Learn, 2006](#)

California Department of Education
Publication

[Professional Standards in the School Nutrition Programs,
Management Bulletin SNP-13-2020, Updated January 2022](#)

California Department of Food and
Agriculture Pub

[Planting the Seed: Farm to School Roadmap for Success,
February 2022](#)

California Project Lean Publication

[Policy in Action: A Guide to Implementing Your Local School
Wellness Policy, October 2006](#)

CSBA Publication

[Monitoring for Success: A Guide for Assessing and
Strengthening Student Wellness Policies, 2012](#)

CSBA Publication

[Monitoring for Success: Student Wellness Policy
Implementation Monitoring Report and Guide, 2008](#)

CSBA Publication

[Nutrition Standards for Schools: Implications for Student
Wellness, Policy Brief, October 2007](#)

CSBA Publication

[Building Healthy Communities: A School Leader's Guide to
Collaboration and Community Engagement, 2009](#)

CSBA Publication

[Student Wellness: A Healthy Food and Physical Activity
Policy Resource Guide, April 2006](#)

U.S. Department of Agriculture
Publication

[School Breakfast Toolkit](#)

U.S. Department of Agriculture
Publication

[Civil Rights Compliance and Enforcement - Nutrition
Programs and Activities, FNS Instruction 113-1, November
2005](#)

U.S. Department of Agriculture
Publication

[Dietary Guidelines for Americans, 2020](#)

U.S. Department of Agriculture
Publication

[Food Buying Guide for Child Nutrition Programs, May 2022](#)

U.S. Department of Agriculture
Publication

[Fresh Fruit and Vegetable Program: Handbook for Schools,
December 2010](#)

U.S. Department of Agriculture
Publication

[Guidance for School Food Authorities: Developing a School
Food Safety Program Based on the Process Approach to
HACCP Principles, June 2005](#)

Website

[California Department of Food and Agriculture, Office of
Farm to Fork](#)

Website

[CSBA District and County Office of Education Legal Services](#)

Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Farm Bureau Federation
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	Centers for Disease Control and Prevention
Website	California School Nutrition Association
Website	California Department of Education, School Nutrition
Website	National Alliance for Nutrition and Activity
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
Website	CSBA

Cross References

Code	Description
0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4-E PDF(1)	Williams Uniform Complaint Procedures
1312.4-E PDF(2)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund

3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4131	Staff Development
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5030	Student Wellness
5030	Student Wellness
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6173	Education For Homeless Children
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6173-E PDF(1)	Education For Homeless Children
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6176	Weekend/Saturday Classes
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7110	Facilities Master Plan

Regulation 3550: Food Service/Child Nutrition Program

Status: ADOPTED

Original Adopted Date: 10/19/2011

Nutritional Standards for Elementary School Meals

At each elementary school, the only foods that may be sold to a student during the school day are either: Meals, food items, and beverages provided through the district's food services program shall: (Education Code 49531, 49501.5, 49553; 42 USC 1758, 1773)

1. Full meals, defined by Education Code 49430 as a combination of food items that meet National School Lunch or Breakfast Program meal pattern requirements or the state's menu planning options of Shaping Health as Partners in Education (SHAPE); or Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10, 220.8, or 220.23 as applicable
2. Individually sold portions of nuts, nut butters, seeds, eggs, cheese packaged for individual sale, fruit, vegetables that have not been deep fried, and legumes- Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Nutritional Standards for National School Lunch and Breakfast Program

Any school participating in the National School Lunch Program and/or School Breakfast Program pursuant to 42 USC 1751-1769h and 1771-1791 shall serve meals that, on average over each school week: (Education Code 49531; 42 USC 1758, 1773; 7 CFR 210.10, 220.8)

1. Meet the nutrient levels and calorie requirements appropriate for the ages/grade levels served and the menu planning approach used, as specified in 7 CFR 210.10 or 220.8
2. Provide one-fourth (breakfast) or one-third (lunch) of the Recommended Dietary Allowances for protein, calcium, iron, vitamin A, and vitamin C appropriate for the ages/grade levels served and the menu planning approach used
3. Comply with applicable Dietary Guidelines for Americans which recommend:
 - a. Limiting the percentage of calories from saturated fat to less than 10 percent of total calories offered
 - b. Limiting the percentage of calories from total fat to 30 percent of total calories offered
 - c. Reducing sodium and cholesterol levels
 - d. Increasing the level of dietary fiber

(cf. 5030 – Student Wellness)

(cf. 5141.27 – Food Allergies/Special Dietary Needs)

Nutritional Standards for Free and Reduced-Price Meals Program

Any school that has students who meet federal eligibility criteria for free or reduced-price meals shall: (Education Code 49430.7)

1. Ensure that meals meet National School Lunch and/or Breakfast Program nutritional guidelines or the state's menu planning options of SHAPE
2. Not sell or serve a food item that the district or school has deep fried, par fried, or flash fried, as defined in Education Code 49430, or that has been deep fried, par fried, or flash fried as part of the manufacturing process in an oil or fat prohibited by Education Code 49430.7
3. Not sell or serve a food item containing artificial trans fat, including vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil unless the manufacturer's documentation or label lists the trans fat content as less than 0.5 gram per serving

(cf. 3533 – Free and Reduced Price Meals)

Nutritional Standards for Foods Outside the National School Lunch or Breakfast Program

For food items that are not sold as part of the National School Lunch or Breakfast Program, the following nutritional standards shall apply:

1. At each elementary school, an individually sold dairy or whole grain food item may be served to students if it meets all of the following standards: (Education Code 49431)
 - a. Not more than 35 percent of its total calories is from fat.
 - b. Not more than 10 percent of its total calories is from saturated fat.
 - c. Not more than 35 percent of its total weight is composed of sugar, including naturally occurring and added sugar.
 - d. Its total calories do not exceed 175 calories.

(cf. 3554 – Other Food Sales)

2. For foods sold to students in middle, junior high, and high schools: (Education Code 49430, 49431.2)

a. Each entree item shall:

(1) Not exceed 400 calories

(2) Contain no more than four grams of fat per 100 calories

(3) Be categorized as an entree item in the National School Lunch or Breakfast Program

b. For each snack item that supplements a meal:

(1) Not more than 35 percent of its total calories shall be from fat, excluding nuts, nut butters, seeds, eggs, cheese packaged for individual sale, fruits, vegetables that have not been deep fried, or legumes.

(2) Not more than 10 percent of its total calories shall be from saturated fat, excluding eggs or cheese packaged for individual sale.

(3) Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugar, excluding fruits or vegetables that have not been deep fried.

(4) Its total calories shall not exceed 250 calories.

3. Beginning July 1, 2009, any food provided to K-12 students during school hours and within one-half hour before and after school shall not contain or have been prepared with artificial trans fat, including vegetable shortening, margarine, or any kind of partially hydrogenated vegetable oil, unless the manufacturer's documentation or label lists the trans fat content as less than 0.5 grams per serving. (Education Code 49431.7)

Nutritional Standards for Beverages

The only beverages that may be sold to elementary students, regardless of the time of day, are: (Education Code 49431.5)

1. Fruit-based drinks that are composed of no less than 50 percent fruit juice and have no added sweetener

2. Vegetable-based drinks that are composed of no less than 50 percent vegetable juice and have no added sweetener

3. Drinking water with no added sweetener

4. Milk that is 1 percent fat, 2 percent fat, or nonfat; soy milk, rice milk, or other similar nondairy milk

The only beverages that may be sold to middle school or junior high school students from one-half hour before the start of the school day until one-half hour after the end of the school day are: (Education Code 49431.5)

1. Fruit-based drinks that are composed of no less than 50 percent fruit juice and have no added sweetener

2. Vegetable-based drinks that are composed of no less than 50 percent vegetable juice and have no added sweetener

3. Drinking water with no added sweetener

4. Milk that is 1 percent fat, 2 percent fat, or nonfat; soy milk, rice milk, or other similar nondairy milk

5. Electrolyte replacement beverages that contain no more than 42 grams of added sweetener per 20 ounce serving

~~At least 50 percent of the beverages sold to high school students from one-half hour before the start of the school day until one-half hour after the end of the school day shall be those specified in items #1-5 above. Beginning July 1, 2009, all of the beverages sold to high school students from one-half hour before the start of the school day until one-half hour after the end of the school day shall meet the standards specified in items #1-5 above. (Education Code 49431.5)~~

~~(cf. 3552 – Summer Meal Program)~~

~~(cf. 3553 – Free and Reduced Price Meals)~~

~~(cf. 3554 – Other Food Sales)~~

~~(cf. 5030 – Student Wellness)~~

~~(cf. 5141.27 – Food Allergies/Special Dietary Needs)~~

Drinking Water

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Food Safety

The Superintendent or designee shall ensure that the district's food service program meets the sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a school food safety program for the preparation and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) principles. (42 USC 1758)

The district's HACCP plan shall be in writing and shall address the components specified in Health and Safety Code 114419.1 including, but not limited to, methods for determining control measures needed to prevent hazards at each stage of food production, monitoring of the implementation of the food safety program, establishment of corrective actions to be taken if the proper time or temperature range is not met, training of food service employees and supervisors on food safety issues, recordkeeping, and periodic review of the food safety program. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall designate at least one staff member to be responsible for verification of the HACCP plan and shall provide the designated staff member with training in HACCP principles and the contents of the plan. Records of the training shall be retained for the duration of employment or a period of not less than two years, whichever is greater. In addition, the Superintendent or designee shall provide applicable HACCP training to food service employees who work in food preparation and shall document the date, trainer, and subject of the training. (Health and Safety Code 114419.2)

The Superintendent or designee shall provide ongoing staff development on food safety to food service managers and employees. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. The Superintendent or designee shall document the date, trainer, and subject of each training.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

~~(cf. 4231 – Staff Development)~~

Inspection of Food Facilities

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection.

All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

~~(cf. 1340 – Access to District Records)~~

~~(cf. 3580 – District Records)~~

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education

Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51798	School instructional gardens
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements

Federal

42 USC 1751-1769j	Description School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 215.1-215.18	Special Milk Program
7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources

California Department of Education Publication	Description Healthy Children Ready to Learn, 2006
California Department of Education Publication	Professional Standards in the School Nutrition Programs, Management Bulletin SNP-13-2020, Updated January 2022
California Department of Food and Agriculture Pub	Planting the Seed: Farm to School Roadmap for Success, February 2022
California Project Lean Publication	Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

CSBA Publication	<u>Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012</u>
CSBA Publication	<u>Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2008</u>
CSBA Publication	<u>Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, October 2007</u>
CSBA Publication	<u>Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009</u>
CSBA Publication	<u>Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006</u>
U.S. Department of Agriculture Publication	<u>School Breakfast Toolkit</u>
U.S. Department of Agriculture Publication	<u>Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005</u>
U.S. Department of Agriculture Publication	<u>Dietary Guidelines for Americans, 2020</u>
U.S. Department of Agriculture Publication	<u>Food Buying Guide for Child Nutrition Programs, May 2022</u>
U.S. Department of Agriculture Publication	<u>Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010</u>
U.S. Department of Agriculture Publication	<u>Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005</u>
Website	<u>California Department of Food and Agriculture, Office of Farm to Fork</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>U.S. Department of Agriculture, Food and Nutrition Service</u>
Website	<u>California Farm Bureau Federation</u>
Website	<u>Nourish California</u>
Website	<u>California Project LEAN (Leaders Encouraging Activity and Nutrition)</u>
Website	<u>Centers for Disease Control and Prevention</u>
Website	<u>California School Nutrition Association</u>
Website	<u>California Department of Education, School Nutrition</u>
Website	<u>National Alliance for Nutrition and Activity</u>
Website	<u>California Department of Public Health</u>

Website	California Healthy Kids Resource Center
Website	CSBA

Cross References

Code	Description
0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4-E PDF(1)	Williams Uniform Complaint Procedures
1312.4-E PDF(2)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3580	District Records
3580	District Records
4131	Staff Development
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage

4231	<u>Staff Development</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
4241.6	<u>Concerted Action/Work Stoppage</u>
5030	<u>Student Wellness</u>
5030	<u>Student Wellness</u>
5141.27	<u>Food Allergies/Special Dietary Needs</u>
5141.27	<u>Food Allergies/Special Dietary Needs</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E PDF(1)	<u>Parent/Guardian Notifications</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
5148.3	<u>Preschool/Early Childhood Education</u>
5148.3	<u>Preschool/Early Childhood Education</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E PDF(1)	<u>Education For Homeless Children</u>
6173-E PDF(2)	<u>Education For Homeless Children</u>
6176	<u>Weekend/Saturday Classes</u>
6176	<u>Weekend/Saturday Classes</u>
7110	<u>Facilities Master Plan</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 15, 2024

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of BP/AR 3551 Food Service Operations/Cafeteria Fund (Mitchell/Corona)

BP/AR 3551 Food Service Operations/Cafeteria Fund has been updated based on the recommendations by the California School Board Association (CSBA). New language is identified in red underline, while deleted language has a strikethrough. The board policies will be presented for a second reading and adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Child Nutrition that the Board of Trustees approve and adopt the board policies as presented.

ADDITIONAL MATERIALS:

Attached: [BP 3551 Food Service Operations/Cafeteria Fund \(7 pages\)](#)
[AR 3551 Food Service Operations/Cafeteria Fund \(7 pages\)](#)

Policy 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 10/19/2011 | **Last Revised Date:** 12/13/2023 | **Last Reviewed Date:** 12/13/2023

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

Each school day, a nutritionally adequate breakfast and lunch shall be made available at no cost to any student who requests a meal, including a student enrolled in an independent study program on any school day in which the student is scheduled for in-person educational activities of two or more hours. After such school meals have been made available to a student, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431, 49501.5)

~~Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)~~

As permitted by law, additional or second meals ~~adult meals~~ and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, [49431](#), 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) [foods](#).

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments. Such procedures shall conform with 2 CFR 200.426 and any applicable CDE guidance.

The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

Cafeteria Fund and Account

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for reasonable and necessary indirect program costs as allowed by law.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Contracts with Outside Services/Providers

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment, and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

The district's food service program shall give priority to serving freshly prepared onsite meals, using whole or minimally processed sustainable foods which are locally grown or produced, including fresh fruits and vegetables, and to providing plant-based or restricted diet food options for students.

When soliciting for bids and contracts for the purchase of an agricultural food product, the district shall specify in the solicitation that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless a specific exception applies. A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, the quality of the domestic product is inferior to the quality of the nondomestic product, or the bid or price of the nondomestic product is more than 25 percent lower than the bid or price of the domestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception for three years from the date of purchase. (Food and Agriculture Code 58596.3)

Furthermore, the district shall accept a bid or price for an agricultural food product grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price for domestic product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
12 CCR 18928-18998.4	Short-lived climate pollutants
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49010	Educational activity; definition
Ed. Code 49431	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products

H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods
Federal	Description
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and free milk
7 CFR 250.1-250.70	USDA foods
Management Resources	Description
CA Dept of Social Services Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Professional Standards in the SNPs, NSD Management Bulletin, SNP-13-2020, rev. January 2022
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015

California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	California School Accounting Manual
U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Social Services
Website	California Department of Education, School Nutrition
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites
1113	District And School Websites
1340	Access To District Records

1340	<u>Access To District Records</u>
3100	<u>Budget</u>
3100	<u>Budget</u>
3110	<u>Transfer Of Funds</u>
3230	<u>Federal Grant Funds</u>
3230	<u>Federal Grant Funds</u>
3260	<u>Fees And Charges</u>
3260	<u>Fees And Charges</u>
3300	<u>Expenditures And Purchases</u>
3311	<u>Bids</u>
3311	<u>Bids</u>
3312	<u>Contracts</u>
3314.2	<u>Revolving Funds</u>
3400	<u>Management Of District Assets/Accounts</u>
3400	<u>Management Of District Assets/Accounts</u>
3460	<u>Financial Reports And Accountability</u>
3460	<u>Financial Reports And Accountability</u>
3510	<u>Green School Operations</u>
3512	<u>Equipment</u>
3512-E PDF(1)	<u>Equipment</u>
3515.6	<u>Criminal Background Checks For Contractors</u>
3550	<u>Food Service/Child Nutrition Program</u>
3550	<u>Food Service/Child Nutrition Program</u>
3553	<u>Free And Reduced Price Meals</u>
3553	<u>Free And Reduced Price Meals</u>
3554	<u>Other Food Sales</u>
3554	<u>Other Food Sales</u>
3555	<u>Nutrition Program Compliance</u>
3580	<u>District Records</u>
3580	<u>District Records</u>
4112.4	<u>Health Examinations</u>

4212	<u>Appointment And Conditions Of Employment</u>
4212.4	<u>Health Examinations</u>
4231	<u>Staff Development</u>
4312.4	<u>Health Examinations</u>
5030	<u>Student Wellness</u>
5030	<u>Student Wellness</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E PDF(1)	<u>Parent/Guardian Notifications</u>

Regulation 3551: Food Service Operations/Cafeteria Fund

Status: ADOPTED

Original Adopted Date: 10/19/2011 | **Last Revised Date:** 12/13/2023 | **Last Reviewed Date:** 12/13/2023

Payments for Meals

The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

At the beginning of the school year, the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of eligibility forms at the start of the school year
4. Posting the policy on the district's website

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free and reduced-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

~~Donation of Leftover~~ Food Minimizing Food Waste and Reducing Food Insecurity

The District shall take steps to minimize food waste and reduce food insecurity in district schools. (Health and Safety Code 114079)

The Superintendent or designee shall arrange to recover the maximum amount of edible food that would otherwise be disposed for donation to a local food recovery organization. (14 CCR 18991.3)

The district may also provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, non-potentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable

prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

The Superintendent or designee shall maintain records related to edible food recovery including a list of each food recovery service or organization that collects or receives the district's edible food, contact information for the service or organization, the types of food, frequency, and quantity that will be collected or hauled by the district, and a copy of contracts or written agreements between the district and food recovery services or organizations. (14 CCR 18991.4)

Cafeteria Fund and Account

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

The cafeteria fund shall be used only for those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

The district may use cafeteria funds to supplement the provision of a nutritionally adequate breakfast and/or lunch to district students when permitted by law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed six months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
12 CCR 18928-18998.4	Short-lived climate pollutants
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias; funds and accounts
Ed. Code 38100-38103	Cafeterias; allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49010	Educational activity; definition
Ed. Code 49431	The Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products

F&A Code 58596.1-58596.5	Buy American Food Act; purchase of nondomestic agricultural food products
H&S Code 113700-114437	California Retail Food Code; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
Pub. Cont. Code 3410	U.S. produce and processed foods
Federal	Description
2 CFR 200	Appendix VII Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs; definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced-price meal and free milk
7 CFR 250.1-250.70	USDA foods
Management Resources	Description
CA Dept of Social Services Publication	Food Distribution Program Administrative Manual
California Department of Education Publication	Professional Standards in the SNPs, NSD Management Bulletin, SNP-13-2020, rev. January 2022
California Department of Education Publication	Food Service Management Company Contract Preapproval, NSD Management Bulletin, SNP-05-2023, March 2023
California Department of Education Publication	Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-04-2023, July 2023
California Department of Education Publication	Excess Net Cash Resources – Revised to Increase Limitation, NSD Management Bulletin, SNP-04-2022, May 2022
California Department of Education Publication	Pricing of Adult Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, SNP-04-2021, August 2021

California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
California Department of Education Publication	Cafeteria Funds - Allowable Uses, NSD Management Bulletin, SNP-05-2020, February 2020
California Department of Education Publication	Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018
California Department of Education Publication	California School Accounting Manual
U.S. Department of Agriculture Publication	Buy American and the Agriculture Improvement Act of 2018, SP-32-2019, August 2019
U.S. Department of Agriculture Publication	Procuring Local Foods for Child Nutrition Programs, January 2022
U.S. Department of Agriculture Publication	Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP-38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Dept of Agriculture Publication	School Meals - FAQs
Website	CalRecycle, Resources for Local Education Agencies: K-12 Public Schools and School Districts
Website	California Department of Education, Accounting
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	California Department of Social Services
Website	California Department of Education, School Nutrition
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Websites

1113	<u>District And School Websites</u>
1340	<u>Access To District Records</u>
1340	<u>Access To District Records</u>
3100	<u>Budget</u>
3100	<u>Budget</u>
3110	<u>Transfer Of Funds</u>
3230	<u>Federal Grant Funds</u>
3230	<u>Federal Grant Funds</u>
3260	<u>Fees And Charges</u>
3260	<u>Fees And Charges</u>
3300	<u>Expenditures And Purchases</u>
3311	<u>Bids</u>
3311	<u>Bids</u>
3312	<u>Contracts</u>
3314.2	<u>Revolving Funds</u>
3400	<u>Management Of District Assets/Accounts</u>
3400	<u>Management Of District Assets/Accounts</u>
3460	<u>Financial Reports And Accountability</u>
3460	<u>Financial Reports And Accountability</u>
3510	<u>Green School Operations</u>
3512	<u>Equipment</u>
3512-E PDF(1)	<u>Equipment</u>
3515.6	<u>Criminal Background Checks For Contractors</u>
3550	<u>Food Service/Child Nutrition Program</u>
3550	<u>Food Service/Child Nutrition Program</u>
3553	<u>Free And Reduced Price Meals</u>
3553	<u>Free And Reduced Price Meals</u>
3554	<u>Other Food Sales</u>
3554	<u>Other Food Sales</u>
3555	<u>Nutrition Program Compliance</u>
3580	<u>District Records</u>

3580	District Records
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
5030	Student Wellness
5030	Student Wellness
5145.6	Parent/Guardian Notifications
5145.6-E PDF(1)	Parent/Guardian Notifications

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: May 15, 2024

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of BP/AR 3553 Free and Reduced Price Meals (Mitchell/Corona)

BP/AR 3553 Free and Reduced Price Meals has been updated based on the recommendations by the California School Board Association (CSBA). New language is identified in red underline, while deleted language has a strikethrough. The board policies will be presented for a second reading and adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Child Nutrition that the Board of Trustees approve and adopt the board policies as presented.

ADDITIONAL MATERIALS:

Attached: [BP 3553 Free and Reduced Price Meals \(6 pages\)](#)

[AR 3553 Free and Reduced Price Meals \(7 pages\)](#)

Policy 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 10/19/2011 | **Last Revised Date:** 06/20/2018

The Governing Board of Trustees recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students in the district's food service program.

Each school day, the district shall make available, ~~provide at least one nutritionally adequate meal each school day, free of charge, or at a reduced price, for students whose families meet federal eligibility criteria.~~ one nutritionally adequate breakfast and one nutritionally adequate lunch for any student who requests a meal. (Education Code 49501.5 ~~49550, 49552~~)

After a student has been provided a school meal at no cost, the district may sell the student the entrée from an additional nutritiously adequate meal that qualifies for federal reimbursement, from the same meal service. (Education Code 49431)

To provide optimal nutrition and ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a. The Superintendent or designee shall submit an application to operate a federal universal meal provision to the California Department of Education (CDE) on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564.3)

~~(cf. 3551 – Food Service Operations/Cafeteria Fund)~~

~~(cf. 5148 – Child Care and Development)~~

~~(cf. 5148.2 – Before/After School Programs)~~

~~(cf. 5148.3 – Preschool/Early Childhood Education)~~

~~(cf. 6177 – Summer School)~~

The Superintendent or designee shall ensure that meals ~~ensure that meals provided through the free and reduced price meal program~~ served under the school nutrition program meet applicable state and/or federal nutritional standards, ~~in accordance with law~~ as specified in law Board policy, and administrative regulation. and district-adopted guidelines.

The requirement to provide at least one nutritionally adequate meal to needy students applies during summer school sessions unless the district receives a waiver from the State Board of Education (SBE) under the conditions described in Education Code 49548.

~~(cf. 3550 – Food Service/Child Nutrition Program)~~

~~(cf. 5030 – Student Wellness)~~

The Board shall approve, and shall submit to ~~the California Department of Education~~ CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals are not treated differently from other students and that meets other requirements specified in ~~(Education Code 49557)~~.

~~(cf. 0410 – Nondiscrimination in District Programs and Activities)~~

~~(cf. 5145.3 – Nondiscrimination/Harassment)~~

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

The Board authorizes designated employees (LEA Testing Coordinator) to use ~~individual~~ records pertaining to an individual student's eligibility for ~~any~~ the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data

2. ~~In any school identified for program improvement under Title I of the No Child Left Behind Act, identification of students eligible for school choice and supplemental educational services.~~
Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

~~(cf. 0520.2 – Title I Program Improvement Schools)~~

~~(cf. 5125 – Student Records)~~

~~(cf. 6162.51 – Standardized Testing and Reporting Program)~~

~~(cf. 6171 – Title I Programs)~~

3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist ~~in the continuation of the student's meal benefits.~~ that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she [The Superintendent or designee](#) also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

(cf. 5141.6 – School Health Services)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49564.3	High-poverty schools; universal meal service
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk
Management Resources	Description
California Department of Education Publication	Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, Management Bulletin SNP-12-2015, July 2015
California Department of Education Publication	Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006
U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002
U.S. Dept of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, School Nutrition
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities

0460	<u>Local Control And Accountability Plan</u>
0460	<u>Local Control And Accountability Plan</u>
1340	<u>Access To District Records</u>
1340	<u>Access To District Records</u>
1400	<u>Relations Between Other Governmental Agencies And The Schools</u>
3100	<u>Budget</u>
3100	<u>Budget</u>
3260	<u>Fees And Charges</u>
3260	<u>Fees And Charges</u>
3550	<u>Food Service/Child Nutrition Program</u>
3550	<u>Food Service/Child Nutrition Program</u>
3551	<u>Food Service Operations/Cafeteria Fund</u>
3551	<u>Food Service Operations/Cafeteria Fund</u>
3554	<u>Other Food Sales</u>
3554	<u>Other Food Sales</u>
3555	<u>Nutrition Program Compliance</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
5030	<u>Student Wellness</u>
5030	<u>Student Wellness</u>
5117	<u>Interdistrict Attendance</u>
5117	<u>Interdistrict Attendance</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5141.6	<u>School Health Services</u>
5141.6	<u>School Health Services</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parent/Guardian Notifications</u>

5145.6-E PDF(1)	<u>Parent/Guardian Notifications</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
6171	<u>Title I Programs</u>
6171	<u>Title I Programs</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E PDF(1)	<u>Education For Homeless Children</u>
6173-E PDF(2)	<u>Education For Homeless Children</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6175	<u>Migrant Education Program</u>
6175	<u>Migrant Education Program</u>
6176	<u>Weekend/Saturday Classes</u>
6176	<u>Weekend/Saturday Classes</u>

Regulation 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 10/19/2011 | **Last Revised Date:** 06/20/2018

Applications

Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to low-income students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals.

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2. ~~It is the responsibility of the district to ensure that applications for free and reduced-price meals and free milk meet the requirements of law.~~

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520, 49557; 42 USC 1758; 7 CFR 245.5)

In addition, the district application form for free and reduced-price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are ~~homeless or migrant~~ experiencing homelessness or who are migratory and comply with other requirements specified in Education Code 49557. An application form and related information shall also be provided whenever a new student is enrolled. (Education Code 48980, 49520; 7 CFR 245.5)

~~(cf. 5145.6 – Parental Notifications)~~

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education. Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on the CDE's web site.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

Pursuant to 42 USC 1758, districts must directly certify for enrollment in the free and reduced-price meals program students who participate in the CalFresh program or California Work Opportunity and Responsibility to Kids (CalWORKs) program. 42 USC 1758 also authorizes, but does not require, districts to directly certify as eligible a student who is homeless, migratory, or a foster youth. For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data. Pursuant to Education Code 49561 and 42 USC 1758, no additional application or further action is required by the household of students who are directly certified.

Education Code 49561 and 42 USC 1758, no additional application or further action is required by the household of students who are directly certified.

Pursuant to 42 USC 1759a, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4).

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a.

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits
2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If, as a result of verification activities, any household is to receive a reduction or termination of benefits as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a At least 10 days prior to the actual reduction or termination, the Superintendent or designee shall send a notice of adverse action to the household. of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change
2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
3. The right to reapply at any time during the school year

Districts participating in the Community Eligibility Provision (CEP) are excluded from annual verification of eligibility.

Confidentiality/Release of Records

The Superintendent designates the following district employee(s) to use individual records pertaining to student participation in the free and reduced-price meal program for the purpose of disaggregation of academic achievement data or for the identification of students in any program improvement school eligible for school choice and supplemental educational services pursuant to 20 USC 6316 disclose a student's name and eligibility status from individual meal records only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-657:

OSD LEA Testing Coordinator

In using the records for such purposes, the following conditions shall be satisfied: (Education Code 49558)

In permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program shall be are maintained in the permanent records of any student if not otherwise allowed by law

(cf. 5125 – Student Records)

2. Information regarding individual student participation in the free and reduced-price meal program shall is not be publicly released

(cf. 4119.23/4219.23/4319.23 – Unauthorized Release of Confidential/Privileged Information)

3. All other confidentiality provisions required by law shall are met
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program shall be is destroyed when no longer needed for its intended purpose

Nondiscrimination Plan

In implementing the district's plan for food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means
3. The students shall not be required to work for their meals ~~or for milk~~
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals at a different time

~~(cf. 0410 – Nondiscrimination in District Programs and Activities)~~

~~(cf. 5145.3 – Nondiscrimination/Harassment)~~

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49501.5-49506	School meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550.3-49562	Meals for needy students
Ed. Code 49564.3	High-poverty schools; universal meal service
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program

42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk
Management Resources	Description
California Department of Education Publication	Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, Management Bulletin SNP-12-2015, July 2015
California Department of Education Publication	Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, April 2006
U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002
U.S. Dept of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2017
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Agriculture, Food and Nutrition Service
Website	Nourish California
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, School Nutrition
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records

1340	<u>Access To District Records</u>
1400	<u>Relations Between Other Governmental Agencies And The Schools</u>
3100	<u>Budget</u>
3100	<u>Budget</u>
3260	<u>Fees And Charges</u>
3260	<u>Fees And Charges</u>
3550	<u>Food Service/Child Nutrition Program</u>
3550	<u>Food Service/Child Nutrition Program</u>
3551	<u>Food Service Operations/Cafeteria Fund</u>
3551	<u>Food Service Operations/Cafeteria Fund</u>
3554	<u>Other Food Sales</u>
3554	<u>Other Food Sales</u>
3555	<u>Nutrition Program Compliance</u>
4119.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4219.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
4319.23	<u>Unauthorized Release Of Confidential/Privileged Information</u>
5030	<u>Student Wellness</u>
5030	<u>Student Wellness</u>
5117	<u>Interdistrict Attendance</u>
5117	<u>Interdistrict Attendance</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5141.6	<u>School Health Services</u>
5141.6	<u>School Health Services</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E PDF(1)	<u>Parent/Guardian Notifications</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>

6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6176	Weekend/Saturday Classes

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: May 15, 2024

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption: BP 4119.22/4219.22/4319.22 (Revisions): Dress and Grooming (Torres)

The policies have been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). The new language is identified in red underline, while deleted language is in red and has a strike through.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt the policies, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 4119.22, 4219.22, 4319.22 Dress and Grooming 05.15.2024 \(four pages\)](#)

Policy 4119.22/4219.22/4319.22: Dress And Grooming

Status: ADOPTED

Original Adopted Date: ~~11/02/2011~~107/01/2004 | **Last Revised Date:** 10/01/2019 | **Last Reviewed Date:** 10/01/2019

The Board of Trustees believe that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and do not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

The district shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression. (Government Code 12949)

The district shall not discriminate against employees based on hair texture and protective hairstyles, including, but not limited to, braids, locs, and twists. (Government Code 12926)

The district shall not dismiss an employee, discriminate against an employee in compensation or in terms, conditions, or privileges of employment, or refuse to hire a job applicant on the basis of religious dress or grooming practices. (Government Code 12926, 12940)

This policy shall be presented to employees upon employment, through the employee handbook or other appropriate means, and may be periodically reviewed with all employees as necessary.

~~(cf. 4118 – Suspension/Disciplinary Action)~~

~~(cf. 4119.25/4219.25/4319.25 – Political Activities of Employees)~~

~~(cf. 4218 – Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 5132 – Dress and Grooming)~~

Policy Reference Disclaimer:

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State

Ed. Code 35160

Ed. Code 35160.1

Gov. Code 12926

Description

[Authority of governing boards](#)

[Broad authority of school districts](#)

[Definitions](#)

Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 12949	Dress standards; consistency with gender identity
Gov. Code 3543.2	Scope of representation
Management Resources	Description
CA Civil Rights Department Publication	Transgender Rights in the Workplace
Court Decision	Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100
Court Decision	East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 856
Court Decision	Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189
Court Decision	San Mateo City School District v. PERB (1983) 33 Cal. 3d 850
Public Employment Relations Board Decision	Inglewood United School District (1985) 10 PERC P17, 000
Public Employment Relations Board Decision	Santa Ana Unified School District (1998) 22 PERC P29, 136
Website	CSBA District and County Office of Education Legal Services
Website	California Public Employment Relations Board
Website	California Civil Rights Department

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities Nondiscrimination In District Programs And Activities
0415	Equity Equity
4030	Nondiscrimination In Employment Nondiscrimination In Employment
4030	Nondiscrimination In Employment Nondiscrimination In Employment
4112.21	Interns Interns
4112.21	Interns Interns

<u>4118</u>	<u>Dismissal/Suspension/Disciplinary Action</u>
<u>4118</u>	<u>Dismissal/Suspension/Disciplinary Action</u>
4119.11	<u>Sexual HarassmentSexual Harassment</u>
4119.11	<u>Sexual HarassmentSexual Harassment</u>
4119.21	<u>Professional StandardsProfessional Standards</u>
4119.21	<u>Professional Standards</u>
4119.21-E-PDF(1)	<u>Professional StandardsProfessional Standards</u>
4119.25	<u>Political Activities Of EmployeesPolitical Activities Of Employees</u>
4119.25	<u>Political Activities Of EmployeesPolitical Activities Of Employees</u>
4218	<u>Dismissal/Suspension/Disciplinary ActionDismissal/Suspension/Disciplinary Action</u>
4218	<u>Dismissal/Suspension/Disciplinary ActionDismissal/Suspension/Disciplinary Action</u>
4219.11	<u>Sexual HarassmentSexual Harassment</u>
4219.11	<u>Sexual HarassmentSexual Harassment</u>
4219.21	<u>Professional StandardsProfessional Standards</u>
4219.21	<u>Professional Standards</u>
4219.21-E-PDF(1)	<u>Professional Standards - Code Of EthicsProfessional Standards</u>
4219.25	<u>Political Activities Of EmployeesPolitical Activities Of Employees</u>
4219.25	<u>Political Activities Of EmployeesPolitical Activities Of Employees</u>
4319.11	<u>Sexual HarassmentSexual Harassment</u>
4319.11	<u>Sexual HarassmentSexual Harassment</u>
4319.21	<u>Professional StandardsProfessional Standards</u>
4319.21	<u>Professional Standards</u>
4319.21-E-PDF(1)	<u>Professional StandardsProfessional Standards</u>
4319.25	<u>Political Activities Of EmployeesPolitical Activities Of Employees</u>

4319.25

Political Activities Of Employees
Political Activities Of Employees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section G: Conclusion

Superintendent's Report (3 minutes)

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

FISCAL IMPACT:

N/A

RECOMMENDATION:

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section G: Conclusion

Trustees' Announcements (3 minutes each speaker)

The trustees' report is provided for the purpose of making announcements, providing conference and visitation summaries, coordinating meeting dates, identifying board representation on committees, and providing other information of general interest.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 15, 2024

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Rodriguez ____, Gonzales ____, Melanephy ____, Madrigal Lopez ____, Robles-Solis ____

Anabolena DeGenna, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, May 10, 2024.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A